

LIFE INSURANCE

**PREMIUM
REFUNDABLE
LIFE
INSURANCE
(FOREIGN
CURRENCY
INDEXED)**



TÜRKİYE HAYAT EMEKLİLİK

Gücü, adında.

CLARIFICATION TEXT ON THE PROCESSING OF PERSONAL DATA

Data Controller Information

Data Controller	: Türkiye Hayat ve Emeklilik Anonim Şirketi
Mersis No	: 0434005145200019
Address	: Levent Mah. Çayır Çimen Sok. No:7 34330 Levent - Beşiktaş / İSTANBUL
Telephone & Fax No	: 0212 310 37 00 & 0212 310 39 99
Contact Center	: 0850 202 20 20
E-Mail	: bilgi@turkiyehayatemeklilik.com.tr
KEP Address	: turkiyehayatemeklilik@hs02.kep.tr
Web Page	: www.turkiyehayatemeklilik.com.tr

As Türkiye Hayat ve Emeklilik Anonim Şirketi ("Company"), as the "Data Controller", we would like to inform you about the purposes of processing your personal data, legal reasons and your rights in accordance with the Law No. 6698 on the Protection of Personal Data ("Law No. 6698"). The Company takes the highest possible security measures to ensure that your personal data is collected, stored, shared and confidentialized in accordance with Law No. 6698.

I. Purposes of Processing Personal Data

Your personal data and special categories of personal data* may be processed and transferred by our Company in accordance with the principles set out in Article 4, Articles 5/2 and 6/3 of the Law No. 6698, and in particular for the establishment and performance of the contract, for the establishment, exercise and protection of a right, as expressly provided by law.

- Establishment and execution of private pension and life insurance contracts offered by our Company and execution of transactions related to all processes within the scope of the contractual relationship,
- Fulfillment of our obligations under the Turkish Commercial Code, Insurance Law, Private Pension Savings and Investment System Law, Law on Prevention of Laundering Proceeds of Crime, Turkish Civil Code and other legislation to which our Company is subject,
- Ensuring that insurance and private pension activities are carried out in accordance with Company procedures and/or relevant legislation
- Our company carries out business and operations with partners and/or suppliers in the scope of delivering products and services, managing and developing additional benefit services, if any,
- Carrying out risk assessment and indemnity payment processes and policy issuance and renewal procedures for the insurances offered, and obtaining expert opinion when necessary;
- Reinsuring risks, conducting reinsurance and coinsurance activities,
- Preparation of all records and documents that will be the basis of the transaction in electronic (internet branch, mobile application, ATMs, call center, social media, etc.) or paper environment,
- In order to fulfill our obligations to recognize our customers in accordance with the legislation we are subject to, recording information such as occupation, income status, purpose of making transactions in our Company, especially identification and address determination,
- Managing customer relations related to our Company's products and services and ensuring customer satisfaction,
- Obtaining information from local postal services, national address database (Central Population Administration System "MERNİS") and similar institutions for address verification and updating,
- Managing the Company's business and transactions with its main shareholders and subsidiaries,
- Planning and execution of business activities and operational processes,
- Managing corporate sustainability, corporate governance and strategic planning processes,
- Planning, auditing and execution of information security processes,
- Processing of online visitor data in accordance with the relevant legislation,
- Realization of membership transactions on our online platforms,
- Recording images with security cameras at our Company's headquarters and service units in accordance with workplace security practices and legal obligations,
- Planning and execution of marketing, sales and after sales support services activities,
- Within the scope of your explicit consent and the permission you have given regarding the sending of commercial electronic messages, to increase the quality of service and / or within the scope of marketing analyzes, targeting, profiling and analysis, promotion and marketing of applications, products and services in line with your preferences and tastes, cross-selling, conducting surveys, statistical analysis and market research,
- Sharing with brokers and reinsurance companies abroad for the purpose of reinsuring risks based on your explicit consent,
- Obtaining your sensitive personal data, including your health data, from you and/or public or private health service providers, recording it in our Company data recording system and storing it for the periods stipulated by the legislation, complying with the information and reporting obligations if requested by official and administrative authorities such as the Ministry of Treasury and Finance, the Central Bank of the Republic of Turkey, the Insurance and Private Pension Regulation and Supervision Agency, the Capital Markets Board, the Central Registry Agency, the Association of Insurance, Reinsurance and Pension Companies of Turkey, the Insurance Arbitration Commission, the Insurance Information Center, the Pension Monitoring Center, the Financial Crimes Investigation Board, the Credit Bureau,
- Execution of lawsuits and execution proceedings to which our Company is a party,
- Planning and execution of audit activities,
- Processing of data related to the data we have received for the determination of insurance coverage limits during the production phase of the offer (for life insurances) and processing of your relevant data even if you are not our insured/customer in accordance with the risk acceptance conditions. processing of data and processing of your relevant data even if you are not our insured/customer in accordance with the risk acceptance conditions.

This form is issued in duplicate and one copy of the form will remain with the participant.

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Data Controller Information

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Mersis No	: 0434005145200019
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- Establishment and execution of private pension and life insurance contracts offered by our Company and execution of transactions related to all processes within the scope of the contractual relationship,
- Fulfillment of our obligations under the Turkish Commercial Code, Insurance Law, Private Pension Savings and Investment System Law, Law on Prevention of Laundering Proceeds of Crime, Turkish Civil Code and other legislation to which our Company is subject,
- Ensuring that insurance and private pension activities are carried out in accordance with Company procedures and/or relevant legislation
- Our company carries out business and operations with partners and/or suppliers in the scope of delivering products and services, managing and developing additional benefit services, if any,
- Carrying out risk assessment and indemnity payment processes and policy issuance and renewal procedures for the insurances offered, and obtaining expert opinion when necessary;
- Reinsuring risks, conducting reinsurance and coinsurance activities,
- Preparation of all records and documents that will be the basis of the transaction in electronic (internet branch, mobile application, ATMs, call center, social media, etc.) or paper environment,
- In order to fulfill our obligations to recognize our customers in accordance with the legislation we are subject to, recording information such as occupation, income status, purpose of making transactions in our Company, especially identification and address determination,
- Managing customer relations related to our Company's products and services and ensuring customer satisfaction,
- Obtaining information from local postal services, national address database (Central Population Administration System "MERNİS") and similar institutions for address verification and updating,
- Managing the Company's business and transactions with its main shareholders and subsidiaries,
- Planning and execution of business activities and operational processes,
- Managing corporate sustainability, corporate governance and strategic planning processes,
- Planning, auditing and execution of information security processes,
- Processing of online visitor data in accordance with the relevant legislation,
- Realization of membership transactions on our online platforms,
- Recording images with security cameras at our Company's headquarters and service units in accordance with workplace security practices and legal obligations,
- Planning and execution of marketing, sales and after sales support services activities,
- Within the scope of your explicit consent and the permission you have given regarding the sending of commercial electronic messages, to increase the quality of service and / or within the scope of marketing analyzes, targeting, profiling and analysis, promotion and marketing of applications, products and services in line with your preferences and tastes, cross-selling, conducting surveys, statistical analysis and market research,
- Sharing with brokers and reinsurance companies abroad for the purpose of reinsuring risks based on your explicit consent,
- Obtaining your sensitive personal data, including your health data, from you and/or public or private health service providers, recording it in our Company data recording system and storing it for the periods stipulated by the legislation, complying with the information and reporting obligations if requested by official and administrative authorities such as the Ministry of Treasury and Finance, the Central Bank of the Republic of Turkey, the Insurance and Private Pension Regulation and Supervision Agency, the Capital Markets Board, the Central Registry Agency, the Association of Insurance, Reinsurance and Pension Companies of Turkey, the Insurance Arbitration Commission, the Insurance Information Center, the Pension Monitoring Center, the Financial Crimes Investigation Board, the Credit Bureau,
- Execution of lawsuits and execution proceedings to which our Company is a party,
- Planning and execution of audit activities,
- Processing of data related to the data we have received for the determination of insurance coverage limits during the production phase of the offer (for life insurances) and processing of your relevant data even if you are not our insured/customer in accordance with the risk acceptance conditions. processing of data and processing of your relevant data even if you are not our

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CLARIFICATION TEXT ON THE PROCESSING OF PERSONAL DATA

II. Transfer of Your Personal Data

Your personal data and sensitive personal data; Within the scope of the provisions of Articles 8 and 9 of Law No. 6698 regarding the transfer of personal data domestically and abroad, for the purposes specified in Article 1 of this Clarification Text, within the scope of the Insurance Law, the Individual Pension Savings and Investment System Law and other relevant legislation, the Ministry of Treasury and Finance, the Central Bank of the Republic of Turkey, Insurance and Private Pension Regulation and Supervision Agency Capital Markets Board, Central Registry Agency, Association of Insurance, Reinsurance and Pension Companies of Turkey, Insurance Arbitration Commission, Insurance Information Center, Pension Surveillance Center, Financial Crimes Investigation Board, Credit Bureau; our shareholders and their direct/indirect subsidiaries; affiliates; insurance/pension companies; agencies, brokers, intermediaries, financial institutions, investment/portfolio companies, reinsurance companies, hospitals for information purposes in various processes, especially in compensation, actuaries and expert organizations that make evaluations in death and disability processes; suppliers, program partners and related third parties and, with your explicit consent, reinsurers and retrocessionaires abroad.

III. Method and Legal Grounds for Collection of Personal Data:

Your personal data may be collected verbally, in writing or electronically by automatic or partially automatic methods through our Company's General Directorate Units, Regional Directorates, Liaison Offices, Agencies, Intermediaries, Brokers, Insurance and Pension Companies, official institutions and organizations, policy and contract parties, call center, digital platforms (internet branch, mobile application, social media, etc.) and cookies in these environments, Identity Sharing System and all other similar channels, in line with the processing purposes specified in Article 1 of this Disclosure Text within the scope of the personal data processing conditions specified in Articles 5 and 6 of Law No. 6698, in order to establish and perform the contract you have made with our Company, if it is clearly foreseen in the laws, if it is mandatory for the establishment, exercise or protection of a right, to fulfill legal obligations, for our Company's legitimate interests, in cases requiring explicit consent, based on your explicit consent and if you have given permission for commercial electronic messages, based on this permission.

IV. Rights of the Relevant Person:

In the event that you submit your requests regarding your rights listed below to our Company as a data subject, your request will be concluded free of charge in writing or through secure electronic communication tools as soon as possible and within thirty days at the latest, after identity verification. However, if the transaction requires an additional cost, the fee tariff determined by the Personal Data Protection Board will be applied by our Company.

Since it is important that the personal data we hold about you is accurate and up-to-date, it is important that you notify our Company when there is a change in your personal data.

As the person concerned;

- Learn whether personal data is being processed,
- Request information if personal data has been processed,
- To learn the purpose of processing personal data and whether it is used in accordance with its purpose,
- To know the third parties to whom personal data are transferred domestically or abroad,
- To request correction of your personal data in case of incomplete or incorrect processing and to request notification of the transaction made within this scope to third parties to whom personal data is transferred,
- Although it has been processed in accordance with the provisions of Law No. 6698 and other relevant laws, to request the deletion or destruction of personal data in the event that the reasons requiring its processing disappear and to request notification of the transaction made within this scope to third parties to whom personal data is transferred,
- To object to the emergence of a result to the detriment of the person himself/herself by analyzing the processed data exclusively through automated systems,
- In case of damage due to unlawful processing of personal data, you have the right to demand compensation for the damage.

If you would like to get more information and review our policies on the subject, you can access our full disclosure text and policies at <https://www.turkiyesigorta.com.tr/yasalbilgilendirme/kisisel-verilerin-korunmasi/emeklilik>, and you can also submit your requests regarding your rights listed in Article 11 of Law No. 6698 by filling out the "Relevant Person Application Form" at this address. By filling out the "Relevant Person Application Form" at this address, you can submit your requests regarding your rights regarding your personal data within the scope of Law No. 6698 by filling out the "Relevant Person Application Form" at this address, you can submit your rights regarding your personal data within the scope of Law No. 6698 with documents certifying your identity and your petition containing your request to our above-mentioned address in person or through a notary public, to our KEP address by using secure electronic signature, mobile signature or your e-mail address previously notified to our Company and registered in our system.

INSURED :
DATE :
SIGNATURE :

INSURER :
DATE :
SIGNATURE :

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CLARIFICATION TEXT ON THE PROCESSING OF PERSONAL DATA

insured/customer in accordance with the risk acceptance conditions.

II. Transfer of Your Personal Data

Your personal data and sensitive personal data; Within the scope of the provisions of Articles 8 and 9 of Law No. 6698 regarding the transfer of personal data domestically and abroad, for the purposes specified in Article 1 of this Clarification Text, within the scope of the Insurance Law, the Individual Pension Savings and Investment System Law and other relevant legislation, the Ministry of Treasury and Finance, the Central Bank of the Republic of Turkey, Insurance and Private Pension Regulation and Supervision Agency Capital Markets Board, Central Registry Agency, Association of Insurance, Reinsurance and Pension Companies of Turkey, Insurance Arbitration Commission, Insurance Information Center, Pension Surveillance Center, Financial Crimes Investigation Board, Credit Bureau; our shareholders and their direct/indirect subsidiaries; affiliates; insurance/pension companies; agencies, brokers, intermediaries, financial institutions, investment/portfolio companies, reinsurance companies, hospitals for information purposes in various processes, especially in compensation, actuaries and expert organizations that make evaluations in death and disability processes; suppliers, program partners and related third parties and, with your explicit consent, reinsurers and retrocessionaires abroad.

III. Method and Legal Grounds for Collection of Personal Data:

Your personal data may be collected verbally, in writing or electronically by automatic or partially automatic methods through our Company's General Directorate Units, Regional Directorates, Liaison Offices, Agencies, Intermediaries, Brokers, Insurance and Pension Companies, official institutions and organizations, policy and contract parties, call center, digital platforms (internet branch, mobile application, social media, etc.) and cookies in these environments, Identity Sharing System and all other similar channels, in line with the processing purposes specified in Article 1 of this Disclosure Text within the scope of the personal data processing conditions specified in Articles 5 and 6 of Law No. 6698, in order to establish and perform the contract you have made with our Company, if it is clearly foreseen in the laws, if it is mandatory for the establishment, exercise or protection of a right, to fulfill legal obligations, for our Company's legitimate interests, in cases requiring explicit consent, based on your explicit consent and if you have given permission for commercial electronic messages, based on this permission.

IV. Rights of the Relevant Person:

In the event that you submit your requests regarding your rights listed below to our Company as a data subject, your request will be concluded free of charge in writing or through secure electronic communication tools as soon as possible and within thirty days at the latest, after identity verification. However, if the transaction requires an additional cost, the fee tariff determined by the Personal Data Protection Board will be applied by our Company.

Since it is important that the personal data we hold about you is accurate and up-to-date, it is important that you notify our Company when there is a change in your personal data.

As the person concerned;

- Learn whether personal data is being processed,
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- To learn the purpose of processing personal data and whether it is used in accordance with its purpose,
- To know the third parties to whom personal data are transferred domestically or abroad,
- To request correction of your personal data in case of incomplete or incorrect processing and to request notification of the transaction made within this scope to third parties to whom personal data is transferred,
- Although it has been processed in accordance with the provisions of Law No. 6698 and other relevant laws, to request the deletion or destruction of personal data in the event that the reasons requiring its processing disappear and to request notification of the transaction made within this scope to third parties to whom personal data is transferred,
- To object to the emergence of a result to the detriment of the person himself/herself by analyzing the processed data exclusively through automated systems,
- In case of damage due to unlawful processing of personal data, you have the right to demand compensation for the damage.

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INSURED :
DATE :
SIGNATURE :

INSURER :
DATE :
SIGNATURE :

This form is issued in duplicate and one copy of the form will remain with the participant.

TEXT OF EXPLICIT CONSENT FOR THE PROCESSING OF PERSONAL DATA

I hereby accept and declare that I have been fully and clearly informed by Türkiye Hayat ve Emeklilik Anonim Şirketi ("Company") about the processing of my personal and sensitive personal data within the scope of the Law No. 6698 on the Protection of Personal Data and that I have read and understood the relevant text.

I hereby accept and declare that I am aware that my personal and sensitive personal data collected and to be collected within the scope of the provision of individual pension and life insurance products and services offered by the Company may be processed within the scope of Articles 5 and 6 of the Law No. 6698 on the Protection of Personal Data ("Law No. 6698") and may be transferred based on my explicit consent within the scope of Article 9 of the Law in the presence of the conditions specified in these articles.

In this context, I hereby accept and declare that my personal and special categories of personal data will be processed for the purpose of conducting transactions with brokers and reinsurance companies abroad in order to carry out reinsurance activities within the scope of life insurance products and services.

I hereby accept and declare that my personal and special categories of personal data collected will be shared by the Company with insurance and pension companies, intermediaries, brokers, reinsurers and retrocessionaires located abroad and companies providing cloud storage services within the scope of the above-mentioned purposes.

- ☐ I approve.
☐ I do not approve.

INSURED

Name Surname:

Date:

Signature:

INSURANCE HOLDER

Name Surname:

Date:

Signature:

TEXT OF EXPLICIT CONSENT FOR THE PROCESSING OF PERSONAL DATA

I hereby accept and declare that I have been fully and clearly informed by Türkiye Hayat ve Emeklilik Anonim Şirketi ("Company") about the processing of my personal and sensitive personal data within the scope of the Law No. 6698 on the Protection of Personal Data and that I have read and understood the relevant text.

I hereby accept and declare that I am aware that my personal and sensitive personal data collected and to be collected within the scope of the provision of individual pension and life insurance products and services offered by the Company may be processed within the scope of Articles 5 and 6 of the Law No. 6698 on the Protection of Personal Data ("Law No. 6698") and may be transferred based on my explicit consent within the scope of Article 9 of the Law in the presence of the conditions specified in these articles.

In this context, I hereby accept and declare that my personal and special categories of personal data will be processed for the purpose of conducting transactions with brokers and reinsurance companies abroad in order to carry out reinsurance activities within the scope of life insurance products and services.

I hereby accept and declare that my personal and special categories of personal data collected will be shared by the Company with insurance and pension companies, intermediaries, brokers, reinsurers and retrocessionaires located abroad and companies providing cloud storage services within the scope of the above-mentioned purposes.

- ☐ I approve.
☐ I do not approve.

INSURED

Name Surname:

Date:

Signature:

INSURANCE HOLDER

Name Surname:

Date:

Signature:

PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) APPLICATION FORM

PRIVATE AND CONFIDENTIAL

Please fill in the Application Form legibly using capital letters.

PRODUCT CODE : 04-4313

Policy Start Date : / /

Policy End Date: / /

INTERMEDIARY INFORMATION

Agency Name/Title :

Agency No :

Technical Personnel/
Agent Name Surname :

Technical Personnel/Tool No:

Sales Person Name Surname :

Sales Person No :

INSURED CANDIDATE (If the Insurer and INSURED Candidate are the same person, do not fill in the INSURED Candidate information.)

Nationality T.R. ☐ Others ☐ T.R. Identity No⁽¹⁾

Name Surname :

Passport No⁽²⁾ :

Tax Identification No⁽³⁾ :

Tax Office⁽³⁾ :

Place of Birth : Date of Birth: / /

Gender : F ☐ M ☐ Marital Status: Married ☐ Single ☐ Number of children

Father Name :

Mother Name : Mother's maiden name:

Occupation⁽⁴⁾/Company of
Employment :

Telephone No : Fax No:

GSM :

Correspondence Address :

Province/District : Postcode:

E-Mail : @

Preferred Contact Address : ☐ E-Mail ☐ SMS ☐ Post

Identity information has been arranged by seeing the original identity document presented.

⁽¹⁾ It is compulsory for Turkish Citizens. ⁽²⁾ ⁽³⁾ Foreign Nationality field is compulsory when Other option is selected.

⁽⁴⁾ The Insurance Company may make a risk assessment based on the profession of the insured. It may apply a surcharge/refusal to the application.

INSURER

Nationality T.R. ☐ Others ☐ T.R. Identity No⁽¹⁾

Name Surname :

Passport No⁽²⁾ :

Tax Identification No⁽³⁾ :

Tax Office⁽³⁾ :

Place of Birth : Date of Birth: / /

Gender : F ☐ M ☐ Marital Status: Married ☐ Single ☐ Number of children

Father Name :

Mother Name : Mother's maiden name:

Occupation⁽⁴⁾/Company of
Employment :

Insured Candidate Name-Surname:

Date and Signature

Insurer Name Surname

Date and Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) APPLICATION FORM

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Please fill in the Application Form legibly using capital letters.

PRODUCT CODE : 04-4313

Policy Start Date : / /

Policy End Date: / /

INTERMEDIARY INFORMATION

Agency Name/Title :

Agency No :

Technical Personnel/
Agent Name Surname :

Technical Personnel/Tool No:

Sales Person Name Surname :

Sales Person No :

INSURED CANDIDATE (If the Insurer and INSURED Candidate are the same person, do not fill in the INSURED Candidate information.)

Nationality T.R. ☐ Others ☐ T.R. Identity No⁽¹⁾

Name Surname :

Passport No⁽²⁾ :

Tax Identification No⁽³⁾ :

Tax Office⁽³⁾ :

Place of Birth : Date of Birth: / /

Gender : F ☐ M ☐ Marital Status: Married ☐ Single ☐ Number of children

Father Name :

Mother Name : Mother's maiden name:

Occupation⁽⁴⁾/Company of
Employment :

Telephone No : Fax No:

GSM :

Correspondence Address :

Province/District : Postcode:

E-Mail : @

Preferred Contact Address : ☐ E-Mail ☐ SMS ☐ Post

Identity information has been arranged by seeing the original identity document presented.

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⁽⁴⁾ The Insurance Company may make a risk assessment based on the profession of the insured. It may apply a surcharge/refusal to the application.

INSURER

Nationality T.R. ☐ Others ☐ T.R. Identity No⁽¹⁾

Name Surname :

Passport No⁽²⁾ :

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Tax Office⁽³⁾ :

Place of Birth : Date of Birth: / /

Gender : F ☐ M ☐ Marital Status: Married ☐ Single ☐ Number of children

Father Name :

Mother Name : Mother's maiden name:

Occupation⁽⁴⁾/Company of
Employment :

Insured Candidate Name-Surname:

Date and Signature

Insurer Name Surname

Date and Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) APPLICATION FORM

PRIVATE AND CONFIDENTIAL

Please fill in the Application Form legibly using capital letters.

Telephone No	:		Fax No:	
GSM	:			
Correspondence Address	:			
Province/ District	:		Postcode:	
E-Mail	:		@	
Preferred Contact Address	:	☐ E-Mail	☐ SMS	☐ Post

*Identity information has been arranged by seeing the original identity document presented.

(¹) Mandatory for Turkish Citizens. (²)(³) Foreign Nationality field is mandatory when Other option is selected. (³) Mandatory for Legal Entities.

COLLATERAL AND PREMIUM INFORMATION

Collaterals	Collateral Selection
Death	☒
State of Life	☒

Policy Period : (Minimum 10 years, maximum 20 years) Currency : USD

Total Premium Amount:

Annual Premium Amount:

PAYMENT INFORMATION

Premium Payment	:	☐ Credit Card	☐ Bankomat / Instructed Payment from Account		
Payment Period	:	☐ Monthly Payment	☐ Quarterly Payment	☐ Biannual Payment	☐ Annual Payment

Amount Payable:

Insurance premium payments are indexed to foreign currency and premium payments will be converted into Turkish Lira at the US Dollar effective selling rate of the Central Bank of the Republic of Turkey announced one day before the payment date.

ACCOUNT INFORMATION

Bank Name	:	
Bank Branch Code	:	
Bank Account No	:	
Iban No (TR)	:	
Account Holder	:	
First Payment Withdrawal Date	:	/ /
		☐ Subsequent payments will be made on the of the month.

CARD INFORMATIONS (The policyholder and the cardholder must be the same person)

Card No	:					
Bank Name	:					
Card Owner	:					
Expiry Date	:	/	Card Type:	☐ Visa	☐ Master	☐ Troy
First Payment Withdrawal Date	:	/ /				
		☐ Subsequent payments will be made on the of the month.				

Contribution payments made by credit card are transferred to private pension contracts at the end of the blockage periods determined depending on the agreement between the bank where POS transactions are made and our Company, and are directed to investment and subject to State contribution. The blockage period to be applied for your private pension payments made by credit card varies between 1-41 calendar days. Blockage periods may vary depending on the agreements made with banks. For detailed information, please visit <https://www.turkiyesigorta.com.tr/>.

Insurer Name Surname

Date and Signature

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PRIVATE AND CONFIDENTIAL

Please fill in the Application Form legibly using capital letters.

Telephone No	:		Fax No:	
GSM	:			
Correspondence Address	:			
Province/ District	:		Postcode:	
E-Mail	:		@	
Preferred Contact Address	:	☐ E-Mail	☐ SMS	☐ Post

*Identity information has been arranged by seeing the original identity document presented.

(1) Mandatory for Turkish Citizens. (2)(3) Foreign Nationality field is mandatory when Other option is selected. (3) Mandatory for Legal Entities.

COLLATERAL AND PREMIUM INFORMATION

Collaterals	Collateral Selection
Death	☒
State of Life	☒

Policy Period : (Minimum 10 years, maximum 20 years) Currency : USD

Total Premium Amount:

Annual Premium Amount:

PAYMENT INFORMATION

Premium Payment	:	☐ Credit Card	☐ Bankomat / Instructed Payment from Account		
Payment Period	:	☐ Monthly Payment	☐ Quarterly Payment	☐ Biannual Payment	☐ Annual Payment

Amount Payable:

Insurance premium payments are indexed to foreign currency and premium payments will be converted into Turkish Lira at the US Dollar effective selling rate of the Central Bank of the Republic of Turkey announced one day before the payment date.

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Bank Branch Code	:	
Bank Account No	:	
Iban No (TR)	:	
Account Holder	:	
First Payment Withdrawal Date	:	/ /
		☐ Subsequent payments will be made on the of the month.

CARD INFORMATIONS (The policyholder and the cardholder must be the same person)

Card No	:					
Bank Name	:					
Card Owner	:					
Expiry Date	:	/	Card Type:	☐ Visa	☐ Master	☐ Troy
First Payment Withdrawal Date	:	/ /				
		☐ Subsequent payments will be made on the of the month.				

Contribution payments made by credit card are transferred to private pension contracts at the end of the blockage periods determined depending on the agreement between the bank where POS transactions are made and our Company, and are directed to investment and subject to State contribution. The blockage period to be applied for your private pension payments made by credit card varies between 1-41 calendar days. Blockage periods may vary depending on the agreements made with banks. For detailed information, please visit <https://www.turkiyesigorta.com.tr/>.

Insurer Name Surname

Date and Signature

This form is issued in duplicate and one copy of the form will remain with the participant.

PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN EXCHANGE INDEXED) APPLICATION FORM

PRIVATE AND CONFIDENTIAL

Please fill out the Application Form legibly, using capital letters.

COMMITMENT

I hereby declare that I have read the questions in this application form and health declaration and have completed them completely and in full, without any commitment on the part of Türkiye Hayat ve Emeklilik AŞ due to this life insurance application form that I have completed in full. Otherwise, I declare that it has been explained to me that I will lose all my rights with the cancellation of the insurance. I authorise Türkiye Hayat ve Emeklilik A.Ş. to collect the premium amounts for the relevant period from my credit card/account specified above until I give an instruction to the contrary. I confirm that the commitments of Türkiye Hayat ve Emeklilik A.Ş. will start with the start date specified in the policy and in any case with the payment of the premium or the first instalment.

I have read and received the information text attached to this application form. I accept and declare that all features of the product have been explained to me by the insurer.

PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN EXCHANGE INDEXED) APPLICATION FORM

PRIVATE AND CONFIDENTIAL

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN EXCHANGE INDEXED) APPLICATION FORM

PRIVATE AND CONFIDENTIAL

Please fill out the Application Form legibly, using capital letters.

INSURED CANDIDATE'S HEALTH DECLARATION

Answer each question by ticking the 'Yes' or 'No' boxes. In addition, the answers should be clear and understandable.

1	Do you have any diagnosis/treatment/surgery related to cancer, COPD, kidney failure, stroke, brain diseases, cirrhosis, insulin-dependent diabetes? Have you had surgery for heart disease? (*)
	☐ No ☐ Yes Please indicate
2	Have you had/are you having a health problem that requires you to undergo regular health check-ups?
	☐ No ☐ Yes Please indicate

INSURED Name - Surname

Date and Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN EXCHANGE INDEXED) APPLICATION FORM

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INSURED Name - Surname

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN EXCHANGE INDEXED) APPLICATION FORM

PRIVATE AND CONFIDENTIAL

Please fill out the Application Form legibly, using capital letters.

OTHER QUESTION REGARDING THE INSURED DECLARATION:

Do you have any applications/policies in force with other insurance companies?

(Life Personal Accident, Critical Illnesses, Disability)

No ☐

Yes ☐

If yes, please specify.....

Name of Insurance Company :

Policy Coverage Type :

Collateral Amount :

I have read all the information in this application form and answered all questions completely and accurately; I have not made any false or incomplete statements; I have not concealed any matter that Türkiye Hayat ve Emeklilik AŞ should know; otherwise, Türkiye Hayat ve Emeklilik AŞ will not be under any liability in disputes that may arise; Türkiye Hayat ve Emeklilik AŞ does not undertake any commitment due to this Insurance Application Form that I have filled in completely and it does not mean that I am accepted for insurance by Türkiye Hayat ve Emeklilik AŞ; The prepayment I have made to the accounts of Türkiye Hayat ve Emeklilik AŞ is a down payment, the company is not responsible for the payments I have made outside the specified accounts, if the application is accepted by Türkiye Hayat ve Emeklilik AŞ and the policy is issued, it will be a premium payment and will be offset against my premium payments, and if I am accepted for insurance, the answers and statements I have given will form the basis of the proposed contract and the policy to be issued, I hereby declare, accept and undertake that the address specified in the application form is my notification address unless I notify a change in writing and that the notifications to be made to this address are valid, and that I authorise Türkiye Hayat ve Emeklilik AŞ to obtain information and research from doctors, health institutions and other relevant persons about me in all matters I have specified and in all cases deemed necessary by Türkiye Hayat ve Emeklilik AŞ.

INSURED Name Surname

Date and Signature

Insurer Name Surname

Date and Signature

Insurance Consultant / Agency /

Bank Branch Name Surname

Date and Signature

PLEASE DO NOT FORGET TO SIGN AND DATE.

PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN EXCHANGE INDEXED) APPLICATION FORM

PRIVATE AND CONFIDENTIAL

Please fill out the Application Form legibly, using capital letters.

OTHER QUESTION REGARDING THE INSURED DECLARATION:

Do you have any applications/policies in force with other insurance companies?

(Life Personal Accident, Critical Illnesses, Disability)

No ☐

Yes ☐

If yes, please specify.....

Name of Insurance Company :

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I have read all the information in this application form and answered all questions completely and accurately; I have not made any false or incomplete statements; I have not concealed any matter that Türkiye Hayat ve Emeklilik AŞ should know; otherwise, Türkiye Hayat ve Emeklilik AŞ will not be under any liability in disputes that may arise; Türkiye Hayat ve Emeklilik AŞ does not undertake any commitment due to this Insurance Application Form that I have filled in completely and it does not mean that I am accepted for insurance by Türkiye Hayat ve Emeklilik AŞ; The prepayment I have made to the accounts of Türkiye Hayat ve Emeklilik AŞ is a down payment, the company is not responsible for the payments I have made outside the specified accounts, if the application is accepted by Türkiye Hayat ve Emeklilik AŞ and the policy is issued, it will be a premium payment and will be offset against my premium payments, and if I am accepted for insurance, the answers and statements I have given will form the basis of the proposed contract and the policy to be issued, I hereby declare, accept and undertake that the address specified in the application form is my notification address unless I notify a change in writing and that the notifications to be made to this address are valid, and that I authorise Türkiye Hayat ve Emeklilik AŞ to obtain information and research from doctors, health institutions and other relevant persons about me in all matters I have specified and in all cases deemed necessary by Türkiye Hayat ve Emeklilik AŞ.

INSURED Name Surname

Date and Signature

Insurer Name Surname

Date and Signature

Insurance Consultant / Agency /

Bank Branch Name Surname

Date and Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) INFORMATION TEXT

This text, which has been prepared in at least two copies, has been prepared in accordance with the Regulation on Information in Insurance Contracts published in the Official Newspaper dated 14.02.2020 in order to provide general information to other persons who want to be a party to the Insurance Contract and who will benefit from the insurance, on some important issues regarding the Insurance Contract to be made.

A. INFORMATIONS ABOUT THE INSURER

1. The insurance agent mediating the contract;

Trade Name :

Address :

Tel & Fax No. :

2. The insurer providing the cover;

Trade Name : TÜRKİYE HAYAT VE EMEKLİLİK AŞ / Mersis No: 0434005145200019

Address : Levent Mah. Çayır Çimen Sokak, No:7 34330 Levent - Beşiktaş / İSTANBUL

Tel & Fax No. : 0212 310 37 00 - 0212 310 39 99

B. COLLATERALS

1. Death Benefit:

In the event of the death of the Insured, the beneficiaries are the beneficiaries specified by the Policyholder. In cases where no beneficiary is specified, the right to claim the sum insured belongs to the legal heirs of the Insured in cases where INSURED and the Insured are the same person, to the Insured in cases where insured and the Insured are different persons, and to the Insured, and to his heirs in case of the Insured's death.

2. Life State Coverage (End of Term Premium Refund):

The total amount of all premiums paid during the insurance period is paid to the Policyholder, provided that the Insured is alive at the end date of the insurance (no death indemnity payment has been made) and all premiums due have been paid within the scope of the Insurance Contract and Special Terms and Conditions and the policy has not been terminated during the insurance period. The Life Coverage shall be paid in TL based on the US Dollar effective selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the date of payment.

C. TAX APPLICATION

If you are liable to pay income tax, you can deduct the life insurance premiums you pay for yourself, your spouse and your children under the age of 18 from your income tax base. Thus, you will both secure your future and reduce the cost of the premium you will pay for your life insurance.

WHAT IS INCOME TAX ADVANTAGE?

Tax Deduction for Salaried Employees

According to Article 63/3 of the Income Tax Law, if you are a salaried employee, you can use all of the premiums you pay for personal insurance policies such as death, accident, health, illness, disability, unemployment, maternity, maternity and education for yourself, your spouse and your minor children as a tax deduction.

Note: The total of the premiums to be deducted in the determination of the taxable wage base cannot exceed 15% of the wage earned in the month in which it is paid and the annual amount of the minimum wage annually.

Tax Reduction for the Self-Employed

According to Article 89/1 of the Income Tax Law, if you are self-employed; death, accident, health, illness, disability, unemployment, maternity, birth and education of yourself, your spouse and minor children.

You can use all of the premiums you pay for personal insurance policies such as personal insurance policies for tax deduction.

Note: The sum of the premiums to be deducted cannot exceed 15% of the declared income and the annual amount of the minimum wage annually.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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Note: The sum of the premiums to be deducted cannot exceed 15% of the declared income and the annual amount of the minimum wage annually.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) INFORMATION TEXT

D. GENERAL INFORMATIONS

1. The indemnity to be paid by the Insurer shall, in principle, be freely determined by the parties at the time of conclusion of the Contract without limitation.
2. Insurance may be insured by more than one Insurer at the same or different rates. In this case, the indemnity payment obligation of each Insurer shall be independent of each other.
3. An Insurance Contract shall be deemed to have been concluded if the proposal submitted by the person who wishes to conclude an Insurance Contract with the Insurer for the conclusion of the Contract has not been rejected within thirty days from the date of the proposal. Payments made at the time of submission of the proposal shall be deemed to be premiums or deemed to be the first premium after the conclusion of the Contract. If the Contract is not concluded, these payments shall be returned with interest without deduction.
4. The entire insurance premium or the first instalment of the premium in case of instalment payments must be paid at the time of delivery of the policy. In the event of the occurrence of the risk before the first premium is paid, the liability of the Insurer shall not commence. If the first instalment of the annual premium or the entire annual premium is not paid within 2 months from the specified due date, the Contract shall be cancelled and the Contract shall be automatically terminated without the need for notice.
5. In the event of cancellation of the policy upon the request of the Policyholder, provided that no indemnity payment has been made; all premiums paid shall be refunded for withdrawal requests made within 15 days after the Insurer notifies the Policyholder that he/she may exercise his/her right of withdrawal, or within 1 month after the payment of the first premium, if no notification has been made. (Cancellation on Demand)
6. Except for the Insurance Contracts that have been in force for at least one year and one year's premium has been paid, if any of the premiums following the first premium is not paid on time, the Insurer shall give the Policyholder a ten-day period via notary public or registered letter with return receipt requested to fulfil the debt, otherwise, the Contract shall be deemed to be terminated at the end of this period. If the premium debt is not paid at the end of this period, the Insurance Contract shall be terminated and no premium refund shall be made to the Policyholder. Other rights of the Insurer arising from the Turkish Code of Obligations due to the default of the Policyholder are reserved.
7. In Insurance Contracts where the premium for one year has been paid in full, if the Insured wishes to leave after the first year of the policy has expired, the policy shall be terminated by paying to the Insured the amount remaining after the deduction rate in the month in which the request to leave is submitted is applied to the mathematical reserve amount calculated according to the technical principles of the policy tariff. For insurances that include the probability of survival, the Insured must prove that he/she is healthy in order to request a surrender value from the Insurer.
For Contracts with a term longer than one year, the refund amount to be calculated for cancellation requests received after the withdrawal period is the mathematical reserve amount calculated according to actuarial calculations as of the date of the request over the premium collected by adding intermediary commission and expense share.
8. Before the Insurance Contract is concluded, it is obligatory to answer the questions in the proposal correctly and to inform the Insurer of all important matters that are known or should be known during the conclusion and continuation of the Insurance Contract and/or all circumstances that may require the Insurer not to conclude the Contract or to conclude the Contract under more severe conditions. In case of breach of this obligation, the Insurer reserves the right to withdraw from the Contract or to continue the Contract by charging additional premium. If it is determined that incomplete or incorrect information has been provided after the occurrence of the risk, the Insurer may refrain from paying compensation in accordance with the relevant legislation. Therefore, please refrain from providing incomplete or incorrect information to the Insurer at every stage of the Contract. Otherwise, the indemnity payment period may be extended and incomplete or non- receipt of indemnity may occur. This obligation also applies to the beneficiary. In case of a wilful breach of the declaration obligation, the Insurer may withdraw from the Contract even if the risk has occurred and shall be entitled to premium.
9. After the policy is issued, one copy will be sent to you and one copy will be kept by our Company.
10. For more detailed information about the insurance, please read the General Terms and Conditions of Life Insurance and Special Terms and Conditions of Premium Refund Life Insurance (Foreign Currency Indexed) carefully.
11. Premium and indemnity payments will be made in TL based on the US Dollar effective selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the payment date.
12. Death and survivorship coverage is offered under the policy.
13. The policy can be issued for a minimum of 10 years and a maximum of 20 years. The insurable age range is 18-61, and the sum of the age of entry and policy term cannot exceed 71 years.
14. Premiums can be paid monthly, quarterly, semi-annually or annually.
15. For premium payments made by credit card, the TL amount collected from the credit card will be refunded in case of refund/cancellation transactions before the end of the value date.
16. For Insurance Contracts that have been in force for at least 1 year and one year's premium has been paid, if the premium payment obligation is not fulfilled, the insurance is transformed into insurance exempt from premium payment. In this case, the sum insured shall be re- determined according to the ratio between the premium paid and the premium due under the Contract.
17. There is no practice of lending, dividend and dividend distribution in this Insurance Contract.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) INFORMATION TEXT

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3. An Insurance Contract shall be deemed to have been concluded if the proposal submitted by the person who wishes to conclude an Insurance Contract with the Insurer for the conclusion of the Contract has not been rejected within thirty days from the date of the proposal. Payments made at the time of submission of the proposal shall be deemed to be premiums or deemed to be the first premium after the conclusion of the Contract. If the Contract is not concluded, these payments shall be returned with interest without deduction.
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5. In the event of cancellation of the policy upon the request of the Policyholder, provided that no indemnity payment has been made; all premiums paid shall be refunded for withdrawal requests made within 15 days after the Insurer notifies the Policyholder that he/she may exercise his/her right of withdrawal, or within 1 month after the payment of the first premium, if no notification has been made. (Cancellation on Demand)
6. Except for the Insurance Contracts that have been in force for at least one year and one year's premium has been paid, if any of the premiums following the first premium is not paid on time, the Insurer shall give the Policyholder a ten-day period via notary public or registered letter with return receipt requested to fulfil the debt, otherwise, the Contract shall be deemed to be terminated at the end of this period. If the premium debt is not paid at the end of this period, the Insurance Contract shall be terminated and no premium refund shall be made to the Policyholder. Other rights of the Insurer arising from the Turkish Code of Obligations due to the default of the Policyholder are reserved.
7. In Insurance Contracts where the premium for one year has been paid in full, if the Insured wishes to leave after the first year of the policy has expired, the policy shall be terminated by paying to the Insured the amount remaining after the deduction rate in the month in which the request to leave is submitted is applied to the mathematical reserve amount calculated according to the technical principles of the policy tariff. For insurances that include the probability of survival, the Insured must prove that he/she is healthy in order to request a surrender value from the Insurer.
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9. After the policy is issued, one copy will be sent to you and one copy will be kept by our Company.
10. For more detailed information about the insurance, please read the General Terms and Conditions of Life Insurance and Special Terms and Conditions of Premium Refund Life Insurance (Foreign Currency Indexed) carefully.
11. Premium and indemnity payments will be made in TL based on the US Dollar effective selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the payment date.
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13. The policy can be issued for a minimum of 10 years and a maximum of 20 years. The insurable age range is 18-61, and the sum of the age of entry and policy term cannot exceed 71 years.
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17. There is no practice of lending, dividend and dividend distribution in this Insurance Contract.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp an
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) INFORMATION TEXT

18. This insurance is valid anywhere in the world.

19. By signing the relevant documents, the persons who will be or have been covered by the insurance are deemed to have consented to the acquisition of health information, insurance records and other information from the Insurance Information and Surveillance Centre (SBM), the Social Security Institution, the Ministry of Health, health institutions and organisations and insurance companies for the purpose of risk assessment and finalisation of compensation applications, and to the sharing of such information and records held by the company with SBM, Insurance Companies and authorities authorised by the relevant legislation.

20. The Insurer may insure his/her own or someone else's life against the possibility of death or survival. In order to insure the life of another person, the beneficiary must have an interest in the continuation of that person's life. In addition, for insurance against the possibility of death, if the sum insured exceeds the customary funeral expenses, the written consent of the Insured or his legal representative, if any, is required.

21. If it is determined that the date of the first diagnosis of one or more of the diseases to which the insured was asked and answered no in the health declaration form during the policy contracting phase, and if the cause of death of the insured is caused by a different disease other than the questions asked in the health declaration form, a connection (causal link) is sought between the cause of death and the undeclared or misdeclared disease. If there is a connection between the breach of the declaration obligation and the realised risk, the Insurer's obligation to pay the sum insured is cancelled. If there is no connection, the insurer pays the sum insured by taking into account the ratio (proportion) between the premium paid and the premium due.

22. In addition to the exclusions in the General Terms and Conditions of Life Insurance and Personal Accident Insurance; pre-insurance diseases including cancer, COPD, renal failure, stroke, brain diseases, cirrhosis, insulin-dependent diabetes and any health problem that requires regular medical check-ups are excluded from the coverage. In the event that the cause of death of the insured is due to the questions asked in the health declaration form, the insurer's obligation to make payment is cancelled

E. RIGHT OF CANCELLATION

The Policyholder can cancel the contract within fifteen days from the date they are informed by the Insurer that they have the right to cancel. If the Policyholder has not been informed about the right of cancellation, this right expires one month after the first premium is paid. However, if a claim has been paid before the cancellation right is exercised, the right of cancellation cannot be used for those contracts.

If the Policyholder exercises their right of cancellation, the paid premiums will be refunded to the Policyholder without any deductions. The premium refund will be made in Turkish Lira (TRY), taking into account the USD effective foreign exchange selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the previous business day.

F. CASES OUTSIDE THE COVERAGE UNLESS OTHERWISE AGREED IN THE CONTRACT

The following circumstances will be excluded from the insurance coverage unless otherwise agreed. In case of the Policyholder's death due to these reasons, no death benefit will be paid; however, the Insurer is obligated to pay the unearned premiums or the actuarial mathematical equivalent, and any profit share, if applicable.

- a) War, whether or not declared, any act of war, invasion, acts of foreign enemies, battle,
- b) Direct participation in acts classified as terrorism under the Anti-Terrorism Law No. 3713, including revolution, rebellion, insurrection or nuclear, biological or chemical terrorism,
- c) The use of nuclear, biological or chemical weapons or any attack or sabotage resulting in the release of nuclear, radioactive, biological or chemical substances; nuclear risks such as nuclear reactions, radiation and contamination, except for medical treatment purposes.

G. MAKING THE PAYMENT

1. The insurer shall be released from the obligation to pay the sum insured if the policyholder kills the insured or is complicit in the killing of the insured for the purpose of enabling the obligation to pay the sum insured to arise. If the beneficiary kills the insured or is in any way complicit in his killing, he shall be deprived of the sum insured and the sum insured shall be paid to the heirs of the deceased.

2. In a contract that has been in force for at least 3 years, if the insured commits suicide or dies as a result of attempted suicide after the expiry of this period, the insurer is obliged to pay the sum insured. The insurer is obliged to pay the sum insured if the insured's suicide or death due to suicide or attempted suicide occurred before three years due to a disturbance in his/her mental faculties.

3. It is possible to designate more than one beneficiary (beneficiary of the insurance) in the policy. If no separate share is determined for each of the beneficiaries, they all have equal shares. Persons other than the heir may also be nominated as beneficiaries. The share not taken by the beneficiaries is added to the share of others. Rejection of the inheritance or renunciation of the inheritance does not affect the right of the beneficiary.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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18. This insurance is valid anywhere in the world.

19. By signing the relevant documents, the persons who will be or have been covered by the insurance are deemed to have consented to the acquisition of health information, insurance records and other information from the Insurance Information and Surveillance Centre (SBM), the Social Security Institution, the Ministry of Health, health institutions and organisations and insurance companies for the purpose of risk assessment and finalisation of compensation applications, and to the sharing of such information and records held by the company with SBM, Insurance Companies and authorities authorised by the relevant legislation.

20. The Insurer may insure his/her own or someone else's life against the possibility of death or survival. In order to insure the life of another person, the beneficiary must have an interest in the continuation of that person's life. In addition, for insurance against the possibility of death, if the sum insured exceeds the customary funeral expenses, the written consent of the Insured or his legal representative, if any, is required.

21. If it is determined that the date of the first diagnosis of one or more of the diseases to which the insured was asked and answered no in the health declaration form during the policy contracting phase, and if the cause of death of the insured is caused by a different disease other than the questions asked in the health declaration form, a connection (causal link) is sought between the cause of death and the undeclared or misdeclared disease. If there is a connection between the breach of the declaration obligation and the realised risk, the Insurer's obligation to pay the sum insured is cancelled. If there is no connection, the insurer pays the sum insured by taking into account the ratio (proportion) between the premium paid and the premium due.

22. In addition to the exclusions in the General Terms and Conditions of Life Insurance and Personal Accident Insurance; pre-insurance diseases including cancer, COPD, renal failure, stroke, brain diseases, cirrhosis, insulin-dependent diabetes and any health problem that requires regular medical check-ups are excluded from the coverage. In the event that the cause of death of the insured is due to the questions asked in the health declaration form, the insurer's obligation to make payment is cancelled

E. RIGHT OF CANCELLATION

The Policyholder can cancel the contract within fifteen days from the date they are informed by the Insurer that they have the right to cancel. If the Policyholder has not been informed about the right of cancellation, this right expires one month after the first premium is paid. However, if a claim has been paid before the cancellation right is exercised, the right of cancellation cannot be used for those contracts.

If the Policyholder exercises their right of cancellation, the paid premiums will be refunded to the Policyholder without any deductions. The premium refund will be made in Turkish Lira (TRY), taking into account the USD effective foreign exchange selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the previous business day.

F. CASES OUTSIDE THE COVERAGE UNLESS OTHERWISE AGREED IN THE CONTRACT

The following circumstances will be excluded from the insurance coverage unless otherwise agreed. In case of the Policyholder's death due to these reasons, no death benefit will be paid; however, the Insurer is obligated to pay the unearned premiums or the actuarial mathematical equivalent, and any profit share, if applicable.

- a)** War, whether or not declared, any act of war, invasion, acts of foreign enemies, battle,
- b)** Direct participation in acts classified as terrorism under the Anti-Terrorism Law No. 3713, including revolution, rebellion, insurrection or nuclear, biological or chemical terrorism,
- c)** The use of nuclear, biological or chemical weapons or any attack or sabotage resulting in the release of nuclear, radioactive, biological or chemical substances; nuclear risks such as nuclear reactions, radiation and contamination, except for medical treatment purposes.

G. MAKING THE PAYMENT

1. The insurer shall be released from the obligation to pay the sum insured if the policyholder kills the insured or is complicit in the killing of the insured for the purpose of enabling the obligation to pay the sum insured to arise. If the beneficiary kills the insured or is in any way complicit in his killing, he shall be deprived of the sum insured and the sum insured shall be paid to the heirs of the deceased.

2. In a contract that has been in force for at least 3 years, if the insured commits suicide or dies as a result of attempted suicide after the expiry of this period, the insurer is obliged to pay the sum insured. The insurer is obliged to pay the sum insured if the insured's suicide or death due to suicide or attempted suicide occurred before three years due to a disturbance in his/her mental faculties.

3. It is possible to designate more than one beneficiary (beneficiary of the insurance) in the policy. If no separate share is determined for each of the beneficiaries, they all have equal shares. Persons other than the heir may also be nominated as beneficiaries. The share not taken by the beneficiaries is added to the share of others. Rejection of the inheritance or renunciation of the inheritance does not affect the right of the beneficiary.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

This form is issued in duplicate and one copy of the form will remain with the participant.

PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) INFORMATION TEXT

4. In the event of the occurrence of the risk, please apply to the Insurer whose address and telephone numbers are given on the front page together with the necessary information and documents without delay.
5. In the event of the Insured's death, the policy will be terminated by paying the amount entitled in the case of resignation without any deduction.
6. At the stage of indemnity payment, any unpaid premium debt of the Insured, if any, will be deducted from the indemnity to be paid.

H. IN CASE OF REALISATION OF THE CONSENT

In order for the sum assured to be paid to the Policyholder/Legal Heirs of the Policyholder or to the beneficiary(ies) in cases where a beneficiary is specified, the following documents are required.

Documents to be sent to the Insurance Company in case of death:

1. TÜİK (Turkish Statistical Institute) Death Certificate, (The cause of death is written, stamped and signed, approved by the institution)
2. If the death occurred as a result of an accident, the accident report; if the death occurred as a result of a judicial case, the prosecutor's report, if the death occurred as a result of an illness, the document showing the date of the first diagnosis of the disease, if necessary.
3. Information and documents that may be deemed necessary by the Company for the evaluation of the compensation claim.

In case the indemnity is decided to be paid as a result of Risk Assessment, Documents Required for Payment: The following documents are required in order for the sum assured to be paid to the Policyholder/Legal Heirs of the Policyholder or to the beneficiary(ies) in cases where a beneficiary is specified.

- a) Inheritance and Gift Tax clearance letter obtained from the Tax Office on behalf of Türkiye Hayat ve Emeklilik AŞ up to the amount of compensation to be paid,
- b) Signed Identity Photocopies, Occupational information of the Policyholder/Legal Heirs of the Policyholder or the beneficiary(ies) in cases where a beneficiary is specified,
- c) Current address information and contact details of the Policyholder/Insurer's Legal Heirs or, where a beneficiary is specified, the beneficiary(ies),
- d) Residence documents or invoice information for the last 3 months (Water, Electricity, Natural Gas etc.)

Life Coverage - Documents Required for the Payment of the Sum (Capital) at the End of the Term:

- a) Letter sent by the Insurance Company to the Policyholder at the end of the term,
- b) Policy (signed by the Policyholder),
- c) IBAN number of the Policyholder,
- d) Residence documents or invoice information for the last 3 months (Water, Electricity, Natural Gas, etc.),
- e) Identity Photocopies, Signature sample and Occupation information of the Policyholder,
- f) Other information and documents that may be deemed necessary by the Company

I. OTHER INFORMATION

Our Company is a member of the arbitration system.

İ. COMPLAINTS AND INFORMATION REQUESTS

For all kinds of information requests and complaints regarding the insurance, applications can be made to the addresses and telephones written below. The Insurer is obliged to respond to the requests within 15 business days following the receipt of the application.

Address : TÜRKİYE HAYAT VE EMEKLİLİK AŞ Levent Mah. Çayır Çimen Sokak, No:7 34330 Levent - Beşiktaş / İSTANBUL
Telephone : 0212 310 37 00 Fax: 0212 310 39 99
E-mail : bilgi@turkiyehayatemeklilik.com.tr

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) INFORMATION TEXT

4. In the event of the occurrence of the risk, please apply to the Insurer whose address and telephone numbers are given on the front page together with the necessary information and documents without delay.
5. In the event of the Insured's death, the policy will be terminated by paying the amount entitled in the case of resignation without any deduction.
6. At the stage of indemnity payment, any unpaid premium debt of the Insured, if any, will be deducted from the indemnity to be paid.

H. IN CASE OF REALISATION OF THE CONSENT

In order for the sum assured to be paid to the Policyholder/Legal Heirs of the Policyholder or to the beneficiary(ies) in cases where a beneficiary is specified, the following documents are required.

Documents to be sent to the Insurance Company in case of death:

1. TÜİK (Turkish Statistical Institute) Death Certificate, (The cause of death is written, stamped and signed, approved by the institution)
2. If the death occurred as a result of an accident, the accident report; if the death occurred as a result of a judicial case, the prosecutor's report, if the death occurred as a result of an illness, the document showing the date of the first diagnosis of the disease, if necessary.
3. Information and documents that may be deemed necessary by the Company for the evaluation of the compensation claim.

In case the indemnity is decided to be paid as a result of Risk Assessment, Documents Required for Payment: The following documents are required in order for the sum assured to be paid to the Policyholder/Legal Heirs of the Policyholder or to the beneficiary(ies) in cases where a beneficiary is specified.

- a) Inheritance and Gift Tax clearance letter obtained from the Tax Office on behalf of Türkiye Hayat ve Emeklilik AŞ up to the amount of compensation to be paid,
- b) Signed Identity Photocopies, Occupational information of the Policyholder/Legal Heirs of the Policyholder or the beneficiary(ies) in cases where a beneficiary is specified,
- c) Current address information and contact details of the Policyholder/Insurer's Legal Heirs or, where a beneficiary is specified, the beneficiary(ies),
- d) Residence documents or invoice information for the last 3 months (Water, Electricity, Natural Gas etc.)

Life Coverage - Documents Required for the Payment of the Sum (Capital) at the End of the Term:

- a) Letter sent by the Insurance Company to the Policyholder at the end of the term,
- b) Policy (signed by the Policyholder),
- c) IBAN number of the Policyholder,
- d) Residence documents or invoice information for the last 3 months (Water, Electricity, Natural Gas, etc.),
- e) Identity Photocopies, Signature sample and Occupation information of the Policyholder,
- f) Other information and documents that may be deemed necessary by the Company

I. OTHER INFORMATION

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İ. COMPLAINTS AND INFORMATION REQUESTS

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Address : TÜRKİYE HAYAT VE EMEKLİLİK AŞ Levent Mah. Çayır Çimen Sokak, No:7 34330 Levent - Beşiktaş / İSTANBUL
Telephone : 0212 310 37 00 Fax: 0212 310 39 99
E-mail : bilgi@turkiyehayatemeklilik.com.tr

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

OTHER MATTERS, SPECIAL CONDITIONS AND CLAUSES

The Special Terms and Conditions have been prepared in accordance with the provisions of the Insurance Law, Turkish Commercial Code, Life Group Insurances Regulation, General Terms and Conditions of Life Insurance, and the provisions of the relevant legislation shall apply in matters other than the special terms and conditions. The relevant General Terms and Conditions are attached to the policy and you can always access the General Terms and Conditions at www.tsb.org.tr.

PRODUCT SPECIAL CONDITIONS

Subject of Insurance

TÜRKİYE HAYAT ve EMEKLİLİK AŞ (hereinafter referred to as the 'Insurer'), in the event that the Insured, who participated in the Premium Refundable Life Insurance (Foreign Currency Indexed) ('Insurance') through the Policyholder, who is a party to the Premium Refundable Life Insurance (Foreign Currency Indexed) Contract ('Contract'), dies during the insurance period, the death coverage valid as of the date of the risk is transferred to the beneficiary(ies) in the amount determined on the policy. In the event that the Insured is alive at the end date of the insurance (no indemnity payment has been made), all premiums have been paid within the scope of the Insurance Contract and Special Terms and Conditions and the policy has not been terminated within the insurance period, it pays the life insurance coverage in the policy to the Insurer within the scope of the TCC, the relevant Regulation, the relevant General Terms and Conditions and other relevant legislation and these Special Terms and Conditions. This policy has been concluded between Türkiye Hayat ve Emeklilik AŞ and the Policyholder and the subject of the insurance is to cover the Insured in accordance with the Special Conditions of the Insurance Contract and the General Conditions of Life Insurance and in return for the payment of the premium.

Definitions

Insured: The person in whose person the risk covered by the coverage is likely to occur. Insured cannot be changed.

Policyholder: The person who concludes an Insurance Contract with the Insurer and is the debtor of the insurance premium. In the event of the death of the Policyholder, the policy will terminate. The policyholder cannot be changed.

Beneficiary: It is the natural or legal person in whose favour the Insurance Contract is concluded and who has the right to claim the insurance amount agreed in the Insurance Contract in case the risk occurs. The right to determine the beneficiary belongs to the Policyholder.

Policy: It is the document issued by the Insurer that contains the rights of the parties to the Insurance Contract and the beneficiary, if appointed, in a clear and easily readable language, the rights of the parties and the beneficiary, the guarantees and amounts offered, the provisions regarding default and the general and, if any, special conditions.

Insurance premium: The amount that the Insurer undertakes to pay in return for the guarantees provided by the Insurer.

Sum insured: The sum assured in the policy for the relevant insurance year.

Policy anniversary: The first day of each calendar year as of the inception date of the policy and the first day of the new period. **Mathematical Reserve:** It is the provision calculated by the Insurance Company in accordance with the tariff technical principles and the provisions of the relevant legislation in order to meet the liabilities to the policyholder and beneficiaries for Life Contracts with a term longer than one year.

Scope of Insurance and Parties

The parties to this Agreement are the Company, the Policyholder and the Insured. The Special Terms and Conditions of Life Insurance with Premium Refund (Foreign Currency Indexed) have been issued to regulate the obligations of the Company, the Policyholder, the Insured and the beneficiaries under the policy.

According to the changing conditions, the Company may make changes in the special conditions by obtaining the approval of the Insurance and Private Pension Regulation and Supervision Agency.

Insurance Subject

Life Insurance with Premium Refund (Foreign Currency Indexed) provides coverage in the event of the Insured's death during the insurance period and provides a refund of the premiums paid if the Insured is alive at the end of the insurance period. The following guarantees provided under the Insurance Contract are valid within the framework of the General Terms and Conditions of Life Insurance, special conditions of the product and the guarantee amounts written on the policy. In the event of the realisation of the death coverage, the policy ends. This insurance is a risk insurance without accumulation premium.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp an
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

OTHER MATTERS, SPECIAL CONDITIONS AND CLAUSES

The Special Terms and Conditions have been prepared in accordance with the provisions of the Insurance Law, Turkish Commercial Code, Life Group Insurances Regulation, General Terms and Conditions of Life Insurance, and the provisions of the relevant legislation shall apply in matters other than the special terms and conditions. The relevant General Terms and Conditions are attached to the policy and you can always access the General Terms and Conditions at www.tsb.org.tr.

PRODUCT SPECIAL CONDITIONS

Subject of Insurance

TÜRKİYE HAYAT ve EMEKLİLİK AŞ (hereinafter referred to as the 'Insurer'), in the event that the Insured, who participated in the Premium Refundable Life Insurance (Foreign Currency Indexed) ('Insurance') through the Policyholder, who is a party to the Premium Refundable Life Insurance (Foreign Currency Indexed) Contract ('Contract'), dies during the insurance period, the death coverage valid as of the date of the risk is transferred to the beneficiary(ies) in the amount determined on the policy. In the event that the Insured is alive at the end date of the insurance (no indemnity payment has been made), all premiums have been paid within the scope of the Insurance Contract and Special Terms and Conditions and the policy has not been terminated within the insurance period, it pays the life insurance coverage in the policy to the Insurer within the scope of the TCC, the relevant Regulation, the relevant General Terms and Conditions and other relevant legislation and these Special Terms and Conditions. This policy has been concluded between Türkiye Hayat ve Emeklilik AŞ and the Policyholder and the subject of the insurance is to cover the Insured in accordance with the Special Conditions of the Insurance Contract and the General Conditions of Life Insurance and in return for the payment of the premium.

Definitions

Insured: The person in whose person the risk covered by the coverage is likely to occur. Insured cannot be changed.

Policyholder: The person who concludes an Insurance Contract with the Insurer and is the debtor of the insurance premium. In the event of the death of the Policyholder, the policy will terminate. The policyholder cannot be changed.

Beneficiary: It is the natural or legal person in whose favour the Insurance Contract is concluded and who has the right to claim the insurance amount agreed in the Insurance Contract in case the risk occurs. The right to determine the beneficiary belongs to the Policyholder.

Policy: It is the document issued by the Insurer that contains the rights of the parties to the Insurance Contract and the beneficiary, if appointed, in a clear and easily readable language, the rights of the parties and the beneficiary, the guarantees and amounts offered, the provisions regarding default and the general and, if any, special conditions.

Insurance premium: The amount that the Insurer undertakes to pay in return for the guarantees provided by the Insurer.

Sum insured: The sum assured in the policy for the relevant insurance year.

Policy anniversary: The first day of each calendar year as of the inception date of the policy and the first day of the new period. **Mathematical Reserve:** It is the provision calculated by the Insurance Company in accordance with the tariff technical principles and the provisions of the relevant legislation in order to meet the liabilities to the policyholder and beneficiaries for Life Contracts with a term longer than one year.

Scope of Insurance and Parties

The parties to this Agreement are the Company, the Policyholder and the Insured. The Special Terms and Conditions of Life Insurance with Premium Refund (Foreign Currency Indexed) have been issued to regulate the obligations of the Company, the Policyholder, the Insured and the beneficiaries under the policy.

According to the changing conditions, the Company may make changes in the special conditions by obtaining the approval of the Insurance and Private Pension Regulation and Supervision Agency.

Insurance Subject

Life Insurance with Premium Refund (Foreign Currency Indexed) provides coverage in the event of the Insured's death during the insurance period and provides a refund of the premiums paid if the Insured is alive at the end of the insurance period. The following guarantees provided under the Insurance Contract are valid within the framework of the General Terms and Conditions of Life Insurance, special conditions of the product and the guarantee amounts written on the policy. In the event of the realisation of the death coverage, the policy ends. This insurance is a risk insurance without accumulation premium.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

Collaterals

Death Benefit: Without prejudice to the provisions of the General Terms and Conditions of Life Insurance, in the event of the death of the insured due to any reason within the period and conditions specified in the policy and the Insurance Contract, the Death Benefit in the amount specified in the policy is paid to the beneficiaries. In the event of the Insured's death, the beneficiaries are the beneficiaries specified by the Insurer. In cases where the beneficiary is not specified, the right to claim the insurance amount belongs to the legal heirs of the Insured in cases where the Insured and the Policyholder are the same person, to the Policyholder in cases where the Insured and the Policyholder are different persons, and to the heirs of the Policyholder in case of the death of the Policyholder.

Life Insurance (End of Term Premium Refund): The total amount of all premiums paid during the insurance period is paid to the Policyholder, provided that the Insured is alive on the end date of the insurance (no death indemnity payment has been made) and all premiums due have been paid within the scope of the Insurance Contract and Special Terms and Conditions and the policy has not been terminated during the insurance period. The Life Coverage shall be paid in TL based on the US Dollar effective selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the date of payment.

Insurance Period and Validity

The term of insurance is a minimum of 10 years and a maximum of 20 years. This insurance policy starts at 12.00 noon on the day specified in the policy and ends at 12.00 noon on the day specified in the policy and in any case upon the realisation of the risk. In order for the risk to be covered, this risk must have occurred within the period the policy is valid.

Geographical Limit

This insurance is valid anywhere in the world.

Participation in Insurance and Declaration Obligation

The age of entry into insurance must be between 18 and 61 years. The sum of the age of entry into insurance and the insurance period may not exceed 71 years. Before the contract is concluded, the questions in the application must be answered correctly. In case of breach of this obligation, the Insurer reserves the right to withdraw from the policy or continue the policy by charging additional premium. If it is detected that incomplete or incorrect information has been provided after the occurrence of the risk, the Insurer may refrain from paying compensation in accordance with the relevant legislation. Therefore, please refrain from providing incomplete or incorrect information to the Insurer at every stage of the policy. Otherwise, the indemnity payment period may be extended and incomplete or non-receipt of indemnity may occur. These obligations shall be applied in accordance with the relevant provisions of the Turkish Commercial Code and the General Terms and Conditions of Life Insurance.

Premium Payment

Premiums for Life Insurance are calculated by taking into account the age of the Insured, the insurance period and the amounts of the related guarantees. The related premiums are indexed to US Dollars and the premium amount is collected in Turkish Lira based on the US Dollar effective selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the payment date.

Premium, surrender and indemnity payments shall be made in Turkish Lira based on the effective selling rate of the US Dollar of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the payment date. The entire insurance premium or the first instalment of the premium in case of instalment payments must be paid at the time of delivery of the policy. In the event that the risk occurs before the first premium is paid in full, the liability of the Insurer shall not commence. The Insurer may withdraw from the Insurance Contract if the first instalment, if paid in instalments, or the annual premium, if paid annually, or the premium to be paid in full at once, is not paid within two months. If the premium receivable is not demanded through litigation or follow-up within two months from the due date, the Insurance Contract shall be cancelled.

The Insured may pay the annual premium monthly, quarterly, semi-annually or annually.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

Collaterals

Death Benefit: Without prejudice to the provisions of the General Terms and Conditions of Life Insurance, in the event of the death of the insured due to any reason within the period and conditions specified in the policy and the Insurance Contract, the Death Benefit in the amount specified in the policy is paid to the beneficiaries. In the event of the Insured's death, the beneficiaries are the beneficiaries specified by the Insurer. In cases where the beneficiary is not specified, the right to claim the insurance amount belongs to the legal heirs of the Insured in cases where the Insured and the Policyholder are the same person, to the Policyholder in cases where the Insured and the Policyholder are different persons, and to the heirs of the Policyholder in case of the death of the Policyholder.

Life Insurance (End of Term Premium Refund): The total amount of all premiums paid during the insurance period is paid to the Policyholder, provided that the Insured is alive on the end date of the insurance (no death indemnity payment has been made) and all premiums due have been paid within the scope of the Insurance Contract and Special Terms and Conditions and the policy has not been terminated during the insurance period. The Life Coverage shall be paid in TL based on the US Dollar effective selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the date of payment.

Insurance Period and Validity

The term of insurance is a minimum of 10 years and a maximum of 20 years. This insurance policy starts at 12.00 noon on the day specified in the policy and ends at 12.00 noon on the day specified in the policy and in any case upon the realisation of the risk. In order for the risk to be covered, this risk must have occurred within the period the policy is valid.

Geographical Limit

This insurance is valid anywhere in the world.

Participation in Insurance and Declaration Obligation

The age of entry into insurance must be between 18 and 61 years. The sum of the age of entry into insurance and the insurance period may not exceed 71 years. Before the contract is concluded, the questions in the application must be answered correctly. In case of breach of this obligation, the Insurer reserves the right to withdraw from the policy or continue the policy by charging additional premium. If it is detected that incomplete or incorrect information has been provided after the occurrence of the risk, the Insurer may refrain from paying compensation in accordance with the relevant legislation. Therefore, please refrain from providing incomplete or incorrect information to the Insurer at every stage of the policy. Otherwise, the indemnity payment period may be extended and incomplete or non-receipt of indemnity may occur. These obligations shall be applied in accordance with the relevant provisions of the Turkish Commercial Code and the General Terms and Conditions of Life Insurance.

Premium Payment

Premiums for Life Insurance are calculated by taking into account the age of the Insured, the insurance period and the amounts of the related guarantees. The related premiums are indexed to US Dollars and the premium amount is collected in Turkish Lira based on the US Dollar effective selling rate of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the payment date.

Premium, surrender and indemnity payments shall be made in Turkish Lira based on the effective selling rate of the US Dollar of the Central Bank of the Republic of Turkey as of 15:30 on the business day preceding the payment date. The entire insurance premium or the first instalment of the premium in case of instalment payments must be paid at the time of delivery of the policy. In the event that the risk occurs before the first premium is paid in full, the liability of the Insurer shall not commence. The Insurer may withdraw from the Insurance Contract if the first instalment, if paid in instalments, or the annual premium, if paid annually, or the premium to be paid in full at once, is not paid within two months. If the premium receivable is not demanded through litigation or follow-up within two months from the due date, the Insurance Contract shall be cancelled.

The Insured may pay the annual premium monthly, quarterly, semi-annually or annually.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

Cancellation and Termination of the Contract

Without prejudice to the provisions of the relevant legislation, the Insurance Contract shall terminate in the following cases. Provided that the insurance period expires and the Insured survives, the policy is terminated by paying all premiums paid during the policy period to the Policyholder within the scope of the State of Life Coverage. If, after the occurrence of the risk, the declaration obligation is breached due to the negligence of the Policyholder, if this breach is of a nature that may affect the amount of the indemnity or price or the realisation of the risk, the indemnity shall be reduced according to the degree of negligence. If the fault of the Policyholder is in the degree of intent, if there is a connection between the breach of the declaration obligation and the realisation of the risk, the Insurer's obligation to pay indemnity or price shall be cancelled; if there is no connection, the Insurer shall pay the insurance indemnity or price by taking into account the ratio between the premium paid and the premium to be paid. In the event of the death of the Policyholder, the Insurance Contract is terminated by paying the base amount to the legal heirs of the Policyholder without any deduction.

In Case of Insurance Cancellation During the Insurance Period

The Policyholder may withdraw from the Contract within fifteen days after the Insurer notifies him/her that he/she may exercise his/her right of withdrawal. If the right of withdrawal has not been notified, this right of the Policyholder shall lapse after the expiry of one month from the payment of the first premium. However, the right of withdrawal cannot be used in contracts where compensation is paid before the exercise of the right of withdrawal. If the Policyholder exercises the right of withdrawal, the premiums paid shall be returned to the Policyholder without any deduction. The premium refund shall be made in TL by taking into account the US Dollar effective foreign exchange selling rate of the Central Bank of the Republic of Turkey announced one day before the payment date.

Provided that no indemnity payment has been made after the establishment of the contract, no premium refund will be made if the policy is cancelled upon the request of the Policyholder before the policy has completed its first year from the insurance start date.

Except for Insurance Contracts that have been in force for at least one year and one year's premium has been paid; if any of the premiums following the first premium is not paid on time, the Insurer shall give the Policyholder a ten-day period via notary public or registered letter with return receipt requested, and warn the Policyholder to fulfil the debt, otherwise, the contract will be deemed to be terminated at the end of the period. If the premium debt is not paid at the end of this period, the Insurance Contract shall be terminated and no premium refund shall be made to the Policyholder. The Insurer reserves its other rights arising from the Turkish Code of Obligations due to the default of the Policyholder.

In the event of the death of the Insured, the Company cancels and terminates the policy as of the date of death upon the written notification of the beneficiaries to the Company.

Right of Separation (Participation)

In Insurance Contracts for which the premium for one year has been paid in full, if the Policyholder wishes to leave after the first year of the policy expires, the policy is terminated by paying to the Policyholder the amount remaining after applying the deduction rate in the month in which the departure request is submitted to the mathematical reserve amount calculated according to the technical principles of the policy tariff. For insurances that include the probability of survival, the Insured must prove that he/she is healthy in order to request the withdrawal value from the Insurer. For contracts with a term longer than one year, the refund amount to be calculated for cancellation requests received after the withdrawal period is the mathematical reserve amount calculated according to actuarial calculations as of the date of the request over the premium collected by adding intermediary commission and expense share.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

Cancellation and Termination of the Contract

Without prejudice to the provisions of the relevant legislation, the Insurance Contract shall terminate in the following cases. Provided that the insurance period expires and the Insured survives, the policy is terminated by paying all premiums paid during the policy period to the Policyholder within the scope of the State of Life Coverage. If, after the occurrence of the risk, the declaration obligation is breached due to the negligence of the Policyholder, if this breach is of a nature that may affect the amount of the indemnity or price or the realisation of the risk, the indemnity shall be reduced according to the degree of negligence. If the fault of the Policyholder is in the degree of intent, if there is a connection between the breach of the declaration obligation and the realisation of the risk, the Insurer's obligation to pay indemnity or price shall be cancelled; if there is no connection, the Insurer shall pay the insurance indemnity or price by taking into account the ratio between the premium paid and the premium to be paid. In the event of the death of the Policyholder, the Insurance Contract is terminated by paying the base amount to the legal heirs of the Policyholder without any deduction.

In Case of Insurance Cancellation During the Insurance Period

The Policyholder may withdraw from the Contract within fifteen days after the Insurer notifies him/her that he/she may exercise his/her right of withdrawal. If the right of withdrawal has not been notified, this right of the Policyholder shall lapse after the expiry of one month from the payment of the first premium. However, the right of withdrawal cannot be used in contracts where compensation is paid before the exercise of the right of withdrawal. If the Policyholder exercises the right of withdrawal, the premiums paid shall be returned to the Policyholder without any deduction. The premium refund shall be made in TL by taking into account the US Dollar effective foreign exchange selling rate of the Central Bank of the Republic of Turkey announced one day before the payment date.

Provided that no indemnity payment has been made after the establishment of the contract, no premium refund will be made if the policy is cancelled upon the request of the Policyholder before the policy has completed its first year from the insurance start date.

Except for Insurance Contracts that have been in force for at least one year and one year's premium has been paid; if any of the premiums following the first premium is not paid on time, the Insurer shall give the Policyholder a ten-day period via notary public or registered letter with return receipt requested, and warn the Policyholder to fulfil the debt, otherwise, the contract will be deemed to be terminated at the end of the period. If the premium debt is not paid at the end of this period, the Insurance Contract shall be terminated and no premium refund shall be made to the Policyholder. The Insurer reserves its other rights arising from the Turkish Code of Obligations due to the default of the Policyholder.

In the event of the death of the Insured, the Company cancels and terminates the policy as of the date of death upon the written notification of the beneficiaries to the Company.

Right of Separation (Participation)

In Insurance Contracts for which the premium for one year has been paid in full, if the Policyholder wishes to leave after the first year of the policy expires, the policy is terminated by paying to the Policyholder the amount remaining after applying the deduction rate in the month in which the departure request is submitted to the mathematical reserve amount calculated according to the technical principles of the policy tariff. For insurances that include the probability of survival, the Insured must prove that he/she is healthy in order to request the withdrawal value from the Insurer. For contracts with a term longer than one year, the refund amount to be calculated for cancellation requests received after the withdrawal period is the mathematical reserve amount calculated according to actuarial calculations as of the date of the request over the premium collected by adding intermediary commission and expense share.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

Insurance withdrawal deduction rates by periods are shown below.

Policy Period (Year)	Completed Duration (Month)	Deduction Rate
1	0-12	100%
2	13-24	60%
3	25-36	50%
4	37-48	40%
5	49-60	30%
6	61-72	20%
7	73-84	20%
8	85-96	10%
9	97-108	10%
10 years and beyond	109-240	0%

Other Situations

Lending: There is no lending, dividend or dividend distribution practice in this Insurance Agreement.

Insurance Exempt from Premium Payment (Deduction): For insurance contracts that have been in force for at least one year and for which the premium for one year has been paid, if the premium payment obligation is not fulfilled, the insurance is converted into insurance exempt from premium payment. In the conversion of the insurance into insurance exempt from premium payment, the Death Coverage and Life Insurance Coverage are re-determined based on technical principles. The guarantees to be determined after the conversion of the insurance into insurance exempt from premium payment are reduced to the amount to be provided by the paid premiums (assuming that no premium will be paid within the period remaining until the end of the insurance) in accordance with the Turkish Commercial Code and in accordance with the technical principles, to be valid until the end of the period. The calculated new coverage amounts shall be valid until the end of the insurance period.

Reinstatement or Reinstatement of Insurance: The Policyholder may request the reinstatement of the policy that has become exempt from premium payment. The policy shall be reinstated upon payment of all unpaid premiums within a period of 6 months from the date of conversion of the policy into a policy exempt from premium payment, together with the legal default interest to be calculated as of the due date of each premium.

If the 6-month period is exceeded, technical evaluation processes are applied again to reinstate the policy. The Company has the right to request a new health declaration and/or a medical report from the Insured at the Insurer's expense. If the relevant health declaration and the medical report, if requested, are deemed appropriate for the continuation of the insurance and the accumulated premiums are paid in full, the Contract will be reinstated and the coverage will be changed to the amounts as of the insurance start date. The Insurer may request the reinstatement of the policy that has been terminated due to non-payment of premiums.

The Insured must be alive at the time of reinstatement of the insurance. The Contract terminated due to non-payment of premium shall be reinstated upon request within six months following the due date of the first unpaid premium and the accumulated premiums shall be paid by the Policyholder at once together with the legal default interest to be calculated as of the due date of each premium.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

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Policy Period (Year)	Completed Duration (Month)	Deduction Rate
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7	73-84	20%
8	85-96	10%
9	97-108	10%
10 years and beyond	109-240	0%

Other Situations

Lending: There is no lending, dividend or dividend distribution practice in this Insurance Agreement.

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The Insured must be alive at the time of reinstatement of the insurance. The Contract terminated due to non-payment of premium shall be reinstated upon request within six months following the due date of the first unpaid premium and the accumulated premiums shall be paid by the Policyholder at once together with the legal default interest to be calculated as of the due date of each premium.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

If this 6-month period expires, the insurance may be reinstated only with the approval of the Insurer. If the Insurer so wishes, it may request a new health declaration or a new medical report from the Insured at the Insurer's expense. If the submitted medical report is deemed appropriate for the continuation of the insurance and the accumulated premiums are paid in accordance with the principles stated above, the Insurer shall reinstate the Contract. In the event that the statements to be made during the reinstatement or reinstatement of the insurance are untrue, the provisions of Article 20 of the General Terms and Conditions of Life Insurance shall apply.

Premium Reduction / Increase: During the term of your policy, within the limits of the coverage, you can decrease your premium by 50% once and increase it back to the level at the start of the policy once. You can use your revision right until the last 2 years of the policy term.

The new premium amount may be determined not less than the policy minimum premium amount (USD 600 per year). For policies for which the premium reduction option is applied, the Death Benefit and Life Coverage are re-determined according to the new premium amount in accordance with the tariff technical principles. The new periodic premium amount subject to reduction cannot be determined as an amount lower than the minimum premium amount of the policy. For policies with the premium increase option, the amount of the new premium is re-determined in accordance with the technical principles of the tariff.

Conditions Excluded from Insurance Coverage:

Please refer to Article 9 - Out-of-coverage conditions in the General Terms and Conditions of Life Insurance for out-of-coverage conditions.

Warnings

1. The Insurance Company may make a risk assessment based on the Insured's health declaration, occupational information, financial income, hobbies and hazardous activities. It may apply a surcharge/refusal to the application according to the result of the risk assessment.
2. For more detailed information about the insurance, please carefully read the General Terms and Conditions of Life Insurance and the Special Terms and Conditions of Premium Refund Life Insurance (Foreign Currency Indexed). Ask your insurer for the General Terms and Conditions of Life Insurance. The relevant documents are also available on our website.
3. By signing the relevant documents, the persons who will be or have been covered by the insurance are deemed to have consented to the acquisition of health information, insurance records and other information from the Insurance Information and Surveillance Center (SBM), the Social Security Institution, the Ministry of Health, health institutions and organizations and insurance companies for the purpose of risk assessment and finalization of compensation applications, and to the sharing of such information and records held by the Company with SBM, Insurance Companies and authorities authorized by the relevant legislation.

IN CASE THE DREAM IS REALIZED

The following documents must be submitted for the assessment and payment of compensation.

Documents to be sent to the Insurance Company in case of death

Documents required for Compensation Risk Assessment:

1. TÜİK (Turkish Statistical Institute) Death Certificate, (The cause of death is written, signed and signed, approved by the institution)
2. If the death occurred as a result of an accident, the accident report; if the death occurred as a result of a judicial case, the prosecutor's report; if the death occurred as a result of an illness, a document showing the date of the first diagnosis of the disease, if necessary.
3. Information and documents that may be deemed necessary by the Company for the evaluation of the claim.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

If this 6-month period expires, the insurance may be reinstated only with the approval of the Insurer. If the Insurer so wishes, it may request a new health declaration or a new medical report from the Insured at the Insurer's expense. If the submitted medical report is deemed appropriate for the continuation of the insurance and the accumulated premiums are paid in accordance with the principles stated above, the Insurer shall reinstate the Contract. In the event that the statements to be made during the reinstatement or reinstatement of the insurance are untrue, the provisions of Article 20 of the General Terms and Conditions of Life Insurance shall apply.

Premium Reduction / Increase: During the term of your policy, within the limits of the coverage, you can decrease your premium by 50% once and increase it back to the level at the start of the policy once. You can use your revision right until the last 2 years of the policy term.

The new premium amount may be determined not less than the policy minimum premium amount (USD 600 per year). For policies for which the premium reduction option is applied, the Death Benefit and Life Coverage are re-determined according to the new premium amount in accordance with the tariff technical principles. The new periodic premium amount subject to reduction cannot be determined as an amount lower than the minimum premium amount of the policy. For policies with the premium increase option, the amount of the new premium is re-determined in accordance with the technical principles of the tariff.

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2. For more detailed information about the insurance, please carefully read the General Terms and Conditions of Life Insurance and the Special Terms and Conditions of Premium Refund Life Insurance (Foreign Currency Indexed). Ask your insurer for the General Terms and Conditions of Life Insurance. The relevant documents are also available on our website.
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3. Information and documents that may be deemed necessary by the Company for the evaluation of the claim.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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PREMIUM REFUNDABLE LIFE INSURANCE (FOREIGN CURRENCY INDEXED) SPECIAL CONDITIONS

In case the indemnity is decided to be paid as a result of Risk Assessment, Documents Required for Payment: The following documents are required in order for the sum assured to be paid to the Policyholder/Legal Heirs of the Policyholder or to the beneficiary(ies) where a beneficiary is specified.

- a) Inheritance and Gift Tax clearance letter obtained from the Tax Office in the name of Türkiye Hayat ve Emeklilik AŞ up to the amount of compensation to be paid,
- b) Signed Identity Photocopies of the Policyholder/Legal Heirs of the Policyholder or the beneficiary(ies) where a beneficiary is specified, Occupational information,
- c) Current address and contact information of the Policyholder/Legal Heirs of the Policyholder or the beneficiary(ies) where a beneficiary is specified,
- d) Residence documents or invoice information for the last 3 months (Water, Electricity, Natural Gas, etc.)
- e) If it is decided to reject the indemnity as a result of the Risk Assessment, a rejection letter is sent to the beneficiary.

Life Coverage - Documents Required for the Payment of the Sum (Capital) at the End of the Term:

- a) The letter sent by the Insurance Company to the Policyholder at the end of the term,
- b) Policy (signed by the Insured),
- c) IBAN number of the Policyholder,
- d) Residence documents or invoice information for the last 3 months (Water, Electricity, Natural Gas, etc.),
- e) Identity Photocopies, Signature sample and Occupation information of the Policyholder,
- f) Other information and documents that may be deemed necessary by the Company

All claims arising out of the Insurance Contract shall be time-barred after two years from the due date of the receivable and claims relating to the sum insured shall be time-barred after six years from the date of the occurrence of the risk.

Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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- b) Signed Identity Photocopies of the Policyholder/Legal Heirs of the Policyholder or the beneficiary(ies) where a beneficiary is specified, Occupational information,
- c) Current address and contact information of the Policyholder/Legal Heirs of the Policyholder or the beneficiary(ies) where a beneficiary is specified,
- d) Residence documents or invoice information for the last 3 months (Water, Electricity, Natural Gas, etc.)
- e) If it is decided to reject the indemnity as a result of the Risk Assessment, a rejection letter is sent to the beneficiary.

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Date Name-Surname and
Signature of the Insured

Date, Insured Name-Surname,
Signature

Date Insurer or Agency's Stamp and
Authorised Signature

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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

PART ONE

Purpose, Scope, Basis, Definitions, Subject of the Contract and Guarantees

ARTICLE 1 - Purpose and scope

(1) The purpose of these General Terms and Conditions is to regulate the basic principles regarding the life insurance contract and the rights and obligations of the parties arising from the contract.

(2) These General Terms and Conditions cover the subject matter, duration, geographical limits of the insurance, conditions covered and not covered and conditions that may be covered by the contract, beneficiary designation, rights and obligations of the parties and legal consequences of breach of obligations, withdrawal from the insurance, lending, insurance exempt from premium payment, issues regarding reinstatement or reinstatement of the insurance, and other issues such as notices and notifications, competent court and arbitration, statute of limitations.

ARTICLE 2 - Basis

(1) These General Terms and Conditions have been prepared based on Article 11 of the Insurance Law No. 5684.

ARTICLE 3 - Definitions

(1) In applying these General Terms;

a) Group life insurance: A single life insurance contract made in favor of persons consisting of at least ten persons, who can be determined by the insurer according to certain criteria,

b) Beneficiaries: The person or persons who have the right to claim the insurance amount with the rights set forth in the insurance contract and the relevant legislation,

c) Permanent data storage device: Text message, electronic mail, internet, disk, CD, DVD, memory card, structure to be established through the Insurance Information and Surveillance Center or e-Government and all kinds of similar tools or media that enable the information sent or received by the policyholder, the insured or the persons who will benefit from the insurance to be recorded and copied unchanged in a way that allows the information to be examined for a reasonable period of time in accordance with the purpose of this information and that allows this information to be accessed exactly as it is,

d) Law: Turkish Commercial Code No. 6102,

e) Beneficiary: A natural or legal person in whose favor an insurance contract is concluded and who has the right to claim the insurance amount agreed in the insurance contract in the event of the occurrence of the risk,

f) Certificate: In group life insurance policies, a document issued to be given to each of the insured and summarizing the contents of the policy,

g) Policyholder: The person who concludes an insurance contract with the insurer and is the obligor of the insurance premium,

h) Insurance premium: The amount that the policyholder undertakes to pay in return for the guarantees provided by the insurer,

i) Insurer: Insurance and pension companies established in Turkey operating in the life branch and the organization of foreign insurance companies in Turkey,

j) Insured: The person or persons in whose person the risk covered by the coverage is likely to occur,

k) Renewal: The agreement of the contracting parties to continue the expired contract for the same or for a period determined by the parties as from the expiry date on the same terms as when the contract was concluded or with changes made with the acceptance of the parties.

ARTICLE 4 - Subject of insurance

With this insurance contract, the insurer undertakes to pay to the policyholder or his/her beneficiaries the insurance amount stipulated in the contract and any other amount, if any, in the event of the death of the insured within the period specified in the contract for a reason other than the circumstances not covered by the coverage, or if the insured is alive at the end of the period. The guarantees provided pursuant to Article 8 of these General Terms and Conditions shall be specified in the policy.

ARTICLE 5 - Establishment of the contract

(1) An insurance contract is concluded upon acceptance of the proposal of one party by the other party.

(2) An insurance contract shall be deemed to have been concluded if the proposal submitted by the person who wishes to conclude an insurance contract for the conclusion of the contract is not rejected within thirty days following the date of the proposal. In this case, the obligation of the insurer to issue and deliver a policy starts from the date the contract is deemed to be established.

(3) The amounts paid by the policyholder before the conclusion or deemed conclusion of the contract shall be accepted as premium or counted as initial premium upon the conclusion or deemed conclusion of the contract. If the contract is not concluded, these payments shall be returned with interest without any deduction.

ARTICLE 6 - Geographical limits of insurance

(1) This insurance is valid anywhere in the world.

ARTICLE 7 - Commencement and termination of insurance

(1) Unless otherwise agreed, the period of insurance specified in the policy for life (survival), death (decease) or both shall commence at 12.00 noon and end at 12.00 noon Turkish Republic time on the commencement and expiry dates.

ARTICLE 8 - Guarantees

(1) Subject to these General Terms and Conditions, death, life or both contingency guarantees and additional guarantees may be granted in accordance with the procedure set out in the third paragraph of this article. Depending on its content, the collateral provided may also have an accumulation feature.

(2) The basis of the guarantees that may be granted subject to these General Terms and Conditions is as follows:

a) Death coverage: It refers to the coverage in which the insurer undertakes to pay the amount specified in the policy in the event of the death of the insured within the period specified in the contract for a reason other than the circumstances not covered by the coverage.

b) Life coverage: This refers to the coverage where the insurer undertakes to pay the sum insured specified in the policy if the insured is alive at the end of the period specified in the contract.

(3) Provided that it is written in the policy, the scope and conditions of the additional coverage provided by the contract shall be specified in the special conditions.

ARTICLE 9 - Cases excluded from the guarantee

(1) Death of the insured as a result of suicide or attempted suicide is excluded from the coverage. In this case, the insurer shall pay the unearned premium reserve or actuarial mathematical reserve and dividend, if any, on the date of death of the insured as a result of suicide or attempted suicide. However;

a) Unless a shorter period has been agreed in the contract, the insured dies by suicide or attempted suicide due to a mental disorder before the expiration of three years from the beginning of the insurance period, including renewals, or

b) Unless a shorter period is agreed in the contract, in a contract made against the possibility of death and continued for at least three years including renewals, if the insured commits suicide or dies as a result of attempted suicide after this period, the insurer is obliged to pay the sum insured.

(2) If the insured kills the insured or is in any way complicit in the killing of the insured in order to give rise to the obligation to pay the sum insured, the insurer shall be released from the obligation to pay the sum insured. If the beneficiary kills the insured or is in any way complicit in the killing of the insured, he loses his right to claim the sum insured; such sum insured shall be paid to the heirs of the deceased insured.

(3) In the event of death of the insured exclusively due to the use of drugs or stimulants or committing a crime or attempting to commit a crime, the sum insured shall not be paid; the insurer shall be obliged to pay the unearned premiums reserve or actuarial mathematical reserve and profit share, if any.

(4) According to the declaration of the policyholder or the insured at the time of conclusion of the insurance contract or according to the medical records to which the insurer allows access, the risk of death due to the ailments of the insured existing at or before the time of conclusion of the contract and the ailments that may arise due to these according to medical assessment may be excluded from the coverage provided that it is clearly stated in the policy.

ARTICLE 10 - Cases excluded from the guarantee unless otherwise agreed in the contract

(1) Unless otherwise agreed, deaths caused by the following circumstances are excluded from the insurance coverage. In the event of the death of the insured due to these reasons, death coverage is not paid; the insurer is obliged to pay the unearned premium reserve or actuarial mathematical reserve and profit share, if any.

a) War, whether declared or not, any act of war, invasion, acts of foreign enemies, combat,

b) Participation in acts of revolution, rebellion, insurrection or nuclear, biological, chemical terrorism or acts that are defined as acts of terrorism in accordance with the Anti-Terrorism Law No. 3713,

c) The use of nuclear, biological or chemical weapons or any attack or sabotage that may cause the release of nuclear, radioactive, biological or chemical substances; nuclear risks such as nuclear reaction, radiation, contamination, except for therapeutic purposes.

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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

PART ONE

Purpose, Scope, Basis, Definitions, Subject of the Contract and Guarantees

ARTICLE 1 - Purpose and scope

(1) The purpose of these General Terms and Conditions is to regulate the basic principles regarding the life insurance contract and the rights and obligations of the parties arising from the contract.

(2) These General Terms and Conditions cover the subject matter, duration, geographical limits of the insurance, conditions covered and not covered and conditions that may be covered by the contract, beneficiary designation, rights and obligations of the parties and legal consequences of breach of obligations, withdrawal from the insurance, lending, insurance exempt from premium payment, issues regarding reinstatement or reinstatement of the insurance, and other issues such as notices and notifications, competent court and arbitration, statute of limitations.

ARTICLE 2 - Basis

(1) These General Terms and Conditions have been prepared based on Article 11 of the Insurance Law No. 5684.

ARTICLE 3 - Definitions

(1) In applying these General Terms;

a) Group life insurance: A single life insurance contract made in favor of persons consisting of at least ten persons, who can be determined by the insurer according to certain criteria,

b) Beneficiaries: The person or persons who have the right to claim the insurance amount with the rights set forth in the insurance contract and the relevant legislation,

c) Permanent data storage device: Text message, electronic mail, internet, disk, CD, DVD, memory card, structure to be established through the Insurance Information and Surveillance Center or e-Government and all kinds of similar tools or media that enable the information sent or received by the policyholder, the insured or the persons who will benefit from the insurance to be recorded and copied unchanged in a way that allows the information to be examined for a reasonable period of time in accordance with the purpose of this information and that allows this information to be accessed exactly as it is,

d) Law: Turkish Commercial Code No. 6102,

e) Beneficiary: A natural or legal person in whose favor an insurance contract is concluded and who has the right to claim the insurance amount agreed in the insurance contract in the event of the occurrence of the risk,

f) Certificate: In group life insurance policies, a document issued to be given to each of the insured and summarizing the contents of the policy,

g) Policyholder: The person who concludes an insurance contract with the insurer and is the obligor of the insurance premium,

h) Insurance premium: The amount that the policyholder undertakes to pay in return for the guarantees provided by the insurer,

i) Insurer: Insurance and pension companies established in Turkey operating in the life branch and the organization of foreign insurance companies in Turkey,

j) Insured: The person or persons in whose person the risk covered by the coverage is likely to occur,

k) Renewal: The agreement of the contracting parties to continue the expired contract for the same or for a period determined by the parties as from the expiry date on the same terms as when the contract was concluded or with changes made with the acceptance of the parties.

ARTICLE 4 - Subject of insurance

With this insurance contract, the insurer undertakes to pay to the policyholder or his/her beneficiaries the insurance amount stipulated in the contract and any other amount, if any, in the event of the death of the insured within the period specified in the contract for a reason other than the circumstances not covered by the coverage, or if the insured is alive at the end of the period. The guarantees provided pursuant to Article 8 of these General Terms and Conditions shall be specified in the policy.

ARTICLE 5 - Establishment of the contract

(1) An insurance contract is concluded upon acceptance of the proposal of one party by the other party.

(2) An insurance contract shall be deemed to have been concluded if the proposal submitted by the person who wishes to conclude an insurance contract for the conclusion of the contract is not rejected within thirty days following the date of the proposal. In this case, the obligation of the insurer to issue and deliver a policy starts from the date the contract is deemed to be established.

(3) The amounts paid by the policyholder before the conclusion or deemed conclusion of the contract shall be accepted as premium or counted as initial premium upon the conclusion or deemed conclusion of the contract. If the contract is not concluded, these payments shall be returned with interest without any deduction.

ARTICLE 6 - Geographical limits of insurance

(1) This insurance is valid anywhere in the world.

ARTICLE 7 - Commencement and termination of insurance

(1) Unless otherwise agreed, the period of insurance specified in the policy for life (survival), death (decease) or both shall commence at 12.00 noon and end at 12.00 noon Turkish Republic time on the commencement and expiry dates.

ARTICLE 8 - Guarantees

(1) Subject to these General Terms and Conditions, death, life or both contingency guarantees and additional guarantees may be granted in accordance with the procedure set out in the third paragraph of this article. Depending on its content, the collateral provided may also have an accumulation feature.

(2) The basis of the guarantees that may be granted subject to these General Terms and Conditions is as follows:

a) Death coverage: It refers to the coverage in which the insurer undertakes to pay the amount specified in the policy in the event of the death of the insured within the period specified in the contract for a reason other than the circumstances not covered by the coverage.

b) Life coverage: This refers to the coverage where the insurer undertakes to pay the sum insured specified in the policy if the insured is alive at the end of the period specified in the contract.

(3) Provided that it is written in the policy, the scope and conditions of the additional coverage provided by the contract shall be specified in the special conditions.

ARTICLE 9 - Cases excluded from the guarantee

(1) Death of the insured as a result of suicide or attempted suicide is excluded from the coverage. In this case, the insurer shall pay the unearned premium reserve or actuarial mathematical reserve and dividend, if any, on the date of death of the insured as a result of suicide or attempted suicide. However;

a) Unless a shorter period has been agreed in the contract, the insured dies by suicide or attempted suicide due to a mental disorder before the expiration of three years from the beginning of the insurance period, including renewals, or

b) Unless a shorter period is agreed in the contract, in a contract made against the possibility of death and continued for at least three years including renewals, if the insured commits suicide or dies as a result of attempted suicide after this period, the insurer is obliged to pay the sum insured.

(2) If the insured kills the insured or is in any way complicit in the killing of the insured in order to give rise to the obligation to pay the sum insured, the insurer shall be released from the obligation to pay the sum insured. If the beneficiary kills the insured or is in any way complicit in the killing of the insured, he loses his right to claim the sum insured; such sum insured shall be paid to the heirs of the deceased insured.

(3) In the event of death of the insured exclusively due to the use of drugs or stimulants or committing a crime or attempting to commit a crime, the sum insured shall not be paid; the insurer shall be obliged to pay the unearned premiums reserve or actuarial mathematical reserve and profit share, if any.

(4) According to the declaration of the policyholder or the insured at the time of conclusion of the insurance contract or according to the medical records to which the insurer allows access, the risk of death due to the ailments of the insured existing at or before the time of conclusion of the contract and the ailments that may arise due to these according to medical assessment may be excluded from the coverage provided that it is clearly stated in the policy.

ARTICLE 10 - Cases excluded from the guarantee unless otherwise agreed in the contract

(1) Unless otherwise agreed, deaths caused by the following circumstances are excluded from the insurance coverage. In the event of the death of the insured due to these reasons, death coverage is not paid; the insurer is obliged to pay the unearned premium reserve or actuarial mathematical reserve and profit share, if any.

a) War, whether declared or not, any act of war, invasion, acts of foreign enemies, combat,

b) Participation in acts of revolution, rebellion, insurrection or nuclear, biological, chemical terrorism or acts that are defined as acts of terrorism in accordance with the Anti-Terrorism Law No. 3713,

c) The use of nuclear, biological or chemical weapons or any attack or sabotage that may cause the release of nuclear, radioactive, biological or chemical substances; nuclear risks such as nuclear reaction, radiation, contamination, except for therapeutic purposes.

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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

ARTICLE 11 - Appointment of a beneficiary

- (1) The policyholder may appoint one or more real persons or legal entities as beneficiaries during or after the conclusion of the insurance contract; if he has appointed more than one beneficiary, he may determine their shares. In case the policyholder and the insured are different persons, the policyholder may appoint himself as the beneficiary.
- (2) In order for a natural or legal person to be appointed as beneficiary, the beneficiary must have an interest in the continuation of the life of the insured. In the insurance against the possibility of death, if the insurance amount exceeds the customary funeral expenses, the written consent of the insured or his legal representative, if any, must also be obtained. In the interpretation of the declaration regarding the appointment of a natural or legal person as beneficiary, the circumstances and conditions at the time of the occurrence of the risk shall be taken into consideration.
- (3) The policyholder has the right to change the beneficiary and revoke the beneficiary appointment at any time before the occurrence of the risk covered by the coverage. However, the policyholder cannot change the beneficiary if the policyholder has written in the insurance policy that he has given up his right to change the beneficiary and has delivered the insurance policy to the beneficiary. However, the insurer may change the beneficiary even in cases where the disinheritance or revocation of the donation takes place or the reason for the appointment of that person as the beneficiary has disappeared among those concerned, the insurer has expressly waived the right to change the beneficiary and the insurance policy has been given to the beneficiary.
- (4) Beneficiary appointment and beneficiary changes are not subject to the permission of the insurer. The policyholder shall notify the insurer of the beneficiary appointed. In group life insurances, the right to appoint the beneficiary belongs to the insured in the group, unless otherwise agreed. In case the beneficiary is not notified to the insurer, the insurer shall be released from its obligation with the payment made in good faith in accordance with the provisions of the Law and the contract.
- (5) Rejection of inheritance or waiver of inheritance has no effect on the beneficiary's right to claim the insurance amount.
- (6) In insurances against the risk of death, if more than one person is appointed as beneficiary without specifying their shares, they are all equally entitled to the sum insured. In the event that one of the beneficiaries notifies the insurer in writing that he/she will not receive his/her share, the share of this beneficiary shall be added to the share of the others.
- (7) In cases where the policyholder insures his own life or the life of another person against the risk of death, if no beneficiary is appointed or if none of the appointed beneficiary or beneficiaries is entitled to claim against the insurer, the right to claim the sum insured shall belong to the policyholder and in case of the death of the policyholder, to his heirs. In insurances made on the probability of a third person's survival without the appointment of a beneficiary, the right to claim the sum insured belongs to the insured.

PART TWO

Rights, Obligations and Liabilities of the Insurer

ARTICLE 12 - Right of withdrawal

- (1) The policyholder may withdraw from the contract within fifteen days after the insurer notifies him that he may exercise his right of withdrawal. The burden of proof that this notification has been made is on the insurer. If no notification regarding the right of withdrawal has been made, this right of the policyholder shall lapse upon the expiration of one month from the payment of the first premium. However, if the insured benefits from a longer withdrawal period pursuant to the legislation on consumer law, this period shall apply.

ARTICLE 13 - Premium payment obligation

- (1) The policyholder is obliged to pay the premium agreed upon by the contract. Unless otherwise agreed, the insurance premium shall be paid in advance and in cash.
- (2) The entire insurance premium, or if it is agreed to be paid in installments, the first installment must be paid as soon as the contract is concluded and against delivery of the policy. In cases where the insurance premium is agreed to be paid in installments, in the event of the occurrence of the covered risk, all premiums relating to the insurance amount to be paid shall become due and payable.
- (3) If the insured dies before the payment of the premium or the first installment, the insurance contract is invalid.

ARTICLE 14 - Default of the policyholder

- (1) If the premium, the first installment or the whole of which is to be paid at once, is not paid on time, the insurer may withdraw from the contract within three months, unless payment is made. This period starts from the date on which the premium or the first installment thereof is due. If the premium receivable is not demanded through lawsuit or follow-up within three months from the due date, the contract shall be deemed to have been withdrawn.
- (2) Except for insurance contracts that have been in force for at least one year and one year's premium has been paid, if any of the premiums following the first premium is not paid on time, the insurer shall notify the policyholder to fulfill the debt by giving a ten-day period via notary public or registered letter with return receipt requested or by any other method permitted by the Law, otherwise, at the end of the period, the contract shall be deemed terminated. If the premium debt is not paid at the end of this period, the insurance contract shall be terminated.

ARTICLE 15 - Changing the insurance price or premium

- (1) The circumstances in which the sum insured or the premium accordingly will increase or decrease automatically and the rate or amount of increase or decrease of the sum insured or the premium in such circumstances may be agreed in the contract; and if agreed, this matter shall be stated in the policy. In the event that there is no agreement on the increase or decrease of the premium or price, or except for the cases stipulated for increase or decrease in the written agreement in the policy, the insurance price or premium may be changed within the insurance period as provided in the second paragraph of this article, upon the request of the policyholder and the acceptance of the insurer.
- (2) The policyholder may request an increase in the sum insured by notifying the insurer in writing or through a permanent data storage device. The insurer has the right to partially or completely reject the request for an increase in the sum insured, or may accept the request for an increase in the sum insured with an increase in the premium in the amount required by the increased sum insured. In addition, the insurer may also request the submission of a current medical report regarding the health status of the insured for the partial or full acceptance of the request for an increase in the sum insured in insurances where the risk of death is covered.

ARTICLE 16 - Withdrawal from insurance

- (1) For insurance contracts that have been in force for at least one year and for which one year's premium has been paid, the policyholder may withdraw from the insurance by terminating the contract at any time. The surrender value is the value calculated in accordance with the tariff technical principles in accordance with the generally accepted actuarial rules on the date the surrender is requested.
- (2) For insurances involving the probability of survival, the insured must prove that he/she is healthy in order to request the surrender value from the insurer.

ARTICLE 17 - Lending

- (1) In insurance contracts that have been in force for at least one year and for which the premium for one year has been paid, if the policyholder so requests, the insurer is obliged to lend money to the insured over the value calculated in accordance with the tariff technical principles in accordance with the generally accepted actuarial rules on the date of request.
- (2) The principles and procedures regarding the repayment of the loan shall be determined in the tariff technical principles. In cases where it is agreed to repay the loan together with interest, the contract remains in force as long as the interest is paid on due date. If the interests are not paid on their due dates, the insurer shall notify the policyholder in writing or via a permanent data storage device and demand payment of the debt together with the interest and costs incurred within three months. If the debt is not paid within this period, the policyholder shall be deemed to have withdrawn from the insurance and the insurer shall collect its receivable together with the accrued interest and costs. The remaining amount shall be returned to the policyholder.

ARTICLE 18 - Insurance exempt from premium payment

- (1) In insurance contracts that have been in force for at least one year and the premium for one year has been paid, if the policyholder subsequently fails to fulfill the premium payment obligation, the insurer may not terminate the contract and demand premium for this reason. In this case, the insurance becomes insurance exempt from premium payment. In insurance exempt from premium payment, the sum insured shall be calculated in accordance with the principles stipulated by the Law.

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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

ARTICLE 11 - Appointment of a beneficiary

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- (2) In order for a natural or legal person to be appointed as beneficiary, the beneficiary must have an interest in the continuation of the life of the insured. In the insurance against the possibility of death, if the insurance amount exceeds the customary funeral expenses, the written consent of the insured or his legal representative, if any, must also be obtained. In the interpretation of the declaration regarding the appointment of a natural or legal person as beneficiary, the circumstances and conditions at the time of the occurrence of the risk shall be taken into consideration.
- (3) The policyholder has the right to change the beneficiary and revoke the beneficiary appointment at any time before the occurrence of the risk covered by the coverage. However, the policyholder cannot change the beneficiary if the policyholder has written in the insurance policy that he has given up his right to change the beneficiary and has delivered the insurance policy to the beneficiary. However, the insurer may change the beneficiary even in cases where the disinheritance or revocation of the donation takes place or the reason for the appointment of that person as the beneficiary has disappeared among those concerned, the insurer has expressly waived the right to change the beneficiary and the insurance policy has been given to the beneficiary.
- (4) Beneficiary appointment and beneficiary changes are not subject to the permission of the insurer. The policyholder shall notify the insurer of the beneficiary appointed. In group life insurances, the right to appoint the beneficiary belongs to the insured in the group, unless otherwise agreed. In case the beneficiary is not notified to the insurer, the insurer shall be released from its obligation with the payment made in good faith in accordance with the provisions of the Law and the contract.
- (5) Rejection of inheritance or waiver of inheritance has no effect on the beneficiary's right to claim the insurance amount.
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- (7) In cases where the policyholder insures his own life or the life of another person against the risk of death, if no beneficiary is appointed or if none of the appointed beneficiary or beneficiaries is entitled to claim against the insurer, the right to claim the sum insured shall belong to the policyholder and in case of the death of the policyholder, to his heirs. In insurances made on the probability of a third person's survival without the appointment of a beneficiary, the right to claim the sum insured belongs to the insured.

PART TWO

Rights, Obligations and Liabilities of the Insurer

ARTICLE 12 - Right of withdrawal

- (1) The policyholder may withdraw from the contract within fifteen days after the insurer notifies him that he may exercise his right of withdrawal. The burden of proof that this notification has been made is on the insurer. If no notification regarding the right of withdrawal has been made, this right of the policyholder shall lapse upon the expiration of one month from the payment of the first premium. However, if the insured benefits from a longer withdrawal period pursuant to the legislation on consumer law, this period shall apply.

ARTICLE 13 - Premium payment obligation

- (1) The policyholder is obliged to pay the premium agreed upon by the contract. Unless otherwise agreed, the insurance premium shall be paid in advance and in cash.
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- (3) If the insured dies before the payment of the premium or the first installment, the insurance contract is invalid.

ARTICLE 14 - Default of the policyholder

- (1) If the premium, the first installment or the whole of which is to be paid at once, is not paid on time, the insurer may withdraw from the contract within three months, unless payment is made. This period starts from the date on which the premium or the first installment thereof is due. If the premium receivable is not demanded through lawsuit or follow-up within three months from the due date, the contract shall be deemed to have been withdrawn.
- (2) Except for insurance contracts that have been in force for at least one year and one year's premium has been paid, if any of the premiums following the first premium is not paid on time, the insurer shall notify the policyholder to fulfill the debt by giving a ten-day period via notary public or registered letter with return receipt requested or by any other method permitted by the Law, otherwise, at the end of the period, the contract shall be deemed terminated. If the premium debt is not paid at the end of this period, the insurance contract shall be terminated.

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- (2) The policyholder may request an increase in the sum insured by notifying the insurer in writing or through a permanent data storage device. The insurer has the right to partially or completely reject the request for an increase in the sum insured, or may accept the request for an increase in the sum insured with an increase in the premium in the amount required by the increased sum insured. In addition, the insurer may also request the submission of a current medical report regarding the health status of the insured for the partial or full acceptance of the request for an increase in the sum insured in insurances where the risk of death is covered.

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- (2) For insurances involving the probability of survival, the insured must prove that he/she is healthy in order to request the surrender value from the insurer.

ARTICLE 17 - Lending

- (1) In insurance contracts that have been in force for at least one year and for which the premium for one year has been paid, if the policyholder so requests, the insurer is obliged to lend money to the insured over the value calculated in accordance with the tariff technical principles in accordance with the generally accepted actuarial rules on the date of request.
- (2) The principles and procedures regarding the repayment of the loan shall be determined in the tariff technical principles. In cases where it is agreed to repay the loan together with interest, the contract remains in force as long as the interest is paid on due date. If the interests are not paid on their due dates, the insurer shall notify the policyholder in writing or via a permanent data storage device and demand payment of the debt together with the interest and costs incurred within three months. If the debt is not paid within this period, the policyholder shall be deemed to have withdrawn from the insurance and the insurer shall collect its receivable together with the accrued interest and costs. The remaining amount shall be returned to the policyholder.

ARTICLE 18 - Insurance exempt from premium payment

- (1) In insurance contracts that have been in force for at least one year and the premium for one year has been paid, if the policyholder subsequently fails to fulfill the premium payment obligation, the insurer may not terminate the contract and demand premium for this reason. In this case, the insurance becomes insurance exempt from premium payment. In insurance exempt from premium payment, the sum insured shall be calculated in accordance with the principles stipulated by the Law.

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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

ARTICLE 19 - Reinstatement or reinstatement of insurance

(1) For the contracts which have been terminated due to non-payment of premium or which have been converted into insurance exempt from premium payment, the terminated contract shall be reinstated and the contract exempt from premium payment shall be converted back to its former status, provided that it is requested within six months following the due date of the first unpaid premium and the accumulated premiums are paid by the policyholder at once together with the legal default interest to be calculated as of the due date of each premium if requested by the insurer.

(2) In case the periods in the first paragraph are exceeded, reinstatement or reinstatement of the insurance is only possible with the approval of the insurer. For insurances against the possibility of death, the insurer may request a new health declaration or an updated report on the health status of the insured at the expense of the insured in order to reinstate the insurance.

(3) The insured must be alive at the time the insurance is reinstated. In the event that the declarations to be made during the reinstatement of the insurance are untrue, the provisions regarding the declaration obligation during the conclusion of the contract shall apply.

ARTICLE 20 - Declaration obligation and sanction in making a contract

(1) The insurer has concluded the insurance contract on the basis of the declaration of both the policyholder and the insured in cases where they have knowledge, and the representative if insurance is made through a representative. The policyholder and the representative are deemed to know or be required to know the important matters regarding the insured in terms of the insurance contract.

(2) The policyholder, the insured or the representative is obliged to notify the insurer of all important matters that he knows or should know during the conclusion of the contract. Matters which are not notified to the insurer or which are incompletely or inaccurately notified shall be deemed to be material if they are of a nature to require the contract not to be concluded or to be concluded under different conditions. Matters asked in writing or verbally by the insurer shall be deemed important until proven otherwise.

(3) If the insurer has given a list of questions to the policyholder, the insured or the representative to answer, no liability can be imposed on the policyholder, the insured or the representative for the matters other than the questions in the list provided, except for the deliberate concealment of an important matter.

(4) The insurer may also ask questions about the matters it wishes to learn about other than the list. Such questions must also be in writing and clear. The policyholder, insured or representative is obliged to answer these questions.

(5) The answers given by the policyholder, insured or representative may be received in writing or by a permanent data storage device.

(6) In the event that the policyholder, the insured or the representative breaches the declaration obligation by failing to notify or misrepresenting a matter important for the insurer during the conclusion of the contract and the insurer learns of the breach of the declaration obligation before the occurrence of the risk, the insurer may withdraw from the contract within fifteen days from the date it learns that the declaration obligation has been breached, provided that five years have not elapsed since the conclusion of the contract, including renewals, or may request a premium difference. The withdrawal must be directed to the insured with a declaration within fifteen days. If the insurer requests payment of the premium difference and this request is not accepted by the policyholder within ten days, the contract is deemed to be withdrawn. The fact that an important matter could not be learned due to the fault of the insurer, the insured, the beneficiary or the representative, or that it is not considered important by the insurer, the beneficiary, the insured or the representative does not change the situation. If the pre-contractual declaration obligation is deliberately violated, the insurer shall be entitled to the premiums for the period during which the insured bears the risk in the event that the insurer withdraws from the contract or the contract is accepted as withdrawn as a result of the non-acceptance of the premium difference. The provision of Article 21 regarding misrepresentation of age is reserved.

(7) Provided that five years have not elapsed since the conclusion of the contract, including renewals, in the event that the insurer learns after the occurrence of the risk that the declaration obligation was negligently breached during the conclusion of the contract, and the matter that was not declared or declared incorrectly is of a nature that may affect the amount of the insurance amount or the occurrence of the risk, a deduction shall be made from the insurance amount according to the degree of negligence. If the fault of the policyholder, the insured or the representative is within the degree of intent, if there is a connection between the breach of the declaration obligation and the realized risk, the insurer's obligation to pay the sum insured is eliminated. If there is no connection, the insurer shall pay the sum insured by taking into account the ratio between the premium paid and the premium due.

(8) If the insurer is aware of the true situation regarding an unreported matter or a misreported matter, the insurer may not withdraw from the contract or reduce the sum insured by claiming that the declaration obligation has been breached. The burden of proof that the insurer is aware of the unreported matter or the true state of affairs regarding the misreported matter rests on the policyholder or the insured.

(9) If five years have elapsed since the conclusion of the first contract, including renewals, the insurer who learns that the declaration obligation has been negligently breached before the risk occurs, is not entitled to withdraw; it may only demand the premium difference. If the policyholder refuses to pay the premium difference, the insurer shall pay the sum insured according to the ratio between the premium paid and the premium due when the risk occurs. If the insurer learns that the declaration obligation has been negligently breached after the risk has occurred, the insurer shall pay the sum insured according to the ratio between the premium paid and the premium due.

(10) The insurer may withdraw from the contract after five years from the date of the first contract, including renewals, if it is learned that the declaration obligation has been deliberately breached or if the risk increase is outside the limits determined according to the technical principles of the insurer due to the breach of the declaration obligation. In the event that the insurer learns about these situations in which the insurer has the right to withdraw after the occurrence of the risk, if there is a connection between the breach of the declaration obligation and the realized risk, the insurer's obligation to pay the insurance price disappears. If there is no connection, the insurer shall pay the sum insured by taking into account the ratio between the premium paid and the premium due.

(11) The insurer cannot exercise the right of withdrawal if it has explicitly or implicitly renounced the exercise of the right of withdrawal or has caused the breach leading to withdrawal or has concluded the contract in case some of its questions are left unanswered.

(12) In cases where the law attributes legal consequences to the knowledge and behavior of the policyholder, the knowledge and behavior of the insured, the representative in the case of a representative, and the beneficiary shall also be taken into consideration, provided that they are aware of the insurance.

Article 21 - Misrepresentation of age

(1) In contracts where the pricing is based on actual age, if the premium is determined low as a result of incorrect reporting of the insured's age during the conclusion of the contract, the insurer may request premium difference. If the premium difference is not accepted by the policyholder within ten days following the date of request, the sum insured shall be paid according to the ratio of the premium that should be charged according to the actual age to the premium determined. If the risk has been realized and the sum insured has been paid before the discount, the insurer may request the return of the excess amount paid together with interest.

(2) In contracts where the pricing is based on actual age, in case of overpayment of premium, the overpaid premium shall be refunded with interest within ten days following the date of the request of the policyholder. If the policyholder does not request a refund of premium, the sum insured shall be increased according to the premium paid. If the sum insured has been paid before the increase of the sum insured, the missing part shall be completed by the insurer.

(3) The insurer may withdraw from the contract only if the actual age is outside the limits determined according to technical principles at the time the contract is concluded due to incorrect age notification.

Article 22 - Declaration obligation and sanction during the contract period

(1) If the policyholder or someone else with his/her permission takes actions that increase the probability of the occurrence of the risk or aggravate the existing situation, or if any of the matters that were expressly accepted as aggravation of the risk when the contract was concluded take place, the policyholder shall notify the insurer immediately; if these actions were taken without his/her knowledge, he/she shall notify the insurer within ten days at the latest from the date he/she learns about this matter.

(2) Except for a matter related to the interest of the insurer, an event for which the insurer is responsible or the fulfillment of a humanitarian duty and changes in the health status of the insured; if the insurer learns, during the term of the contract, the possibility of the occurrence of the risk or the aggravation of the existing situation or the existence of the events that may be accepted as aggravation of the risk in the contract, it may terminate the contract within one month from the date of learning or may request a premium difference. If the difference is not accepted within ten days, the contract shall be deemed terminated. The right of termination cannot be exercised in case of a return to the situation before the changes were made. The right of termination and the right to demand premium difference not exercised in due time shall be forfeited.

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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

ARTICLE 19 - Reinstatement or reinstatement of insurance

(1) For the contracts which have been terminated due to non-payment of premium or which have been converted into insurance exempt from premium payment, the terminated contract shall be reinstated and the contract exempt from premium payment shall be converted back to its former status, provided that it is requested within six months following the due date of the first unpaid premium and the accumulated premiums are paid by the policyholder at once together with the legal default interest to be calculated as of the due date of each premium if requested by the insurer.

(2) In case the periods in the first paragraph are exceeded, reinstatement or reinstatement of the insurance is only possible with the approval of the insurer. For insurances against the possibility of death, the insurer may request a new health declaration or an updated report on the health status of the insured at the expense of the insured in order to reinstate the insurance.

(3) The insured must be alive at the time the insurance is reinstated. In the event that the declarations to be made during the reinstatement of the insurance are untrue, the provisions regarding the declaration obligation during the conclusion of the contract shall apply.

ARTICLE 20 - Declaration obligation and sanction in making a contract

(1) The insurer has concluded the insurance contract on the basis of the declaration of both the policyholder and the insured in cases where they have knowledge, and the representative if insurance is made through a representative. The policyholder and the representative are deemed to know or be required to know the important matters regarding the insured in terms of the insurance contract.

(2) The policyholder, the insured or the representative is obliged to notify the insurer of all important matters that he knows or should know during the conclusion of the contract. Matters which are not notified to the insurer or which are incompletely or inaccurately notified shall be deemed to be material if they are of a nature to require the contract not to be concluded or to be concluded under different conditions. Matters asked in writing or verbally by the insurer shall be deemed important until proven otherwise.

(3) If the insurer has given a list of questions to the policyholder, the insured or the representative to answer, no liability can be imposed on the policyholder, the insured or the representative for the matters other than the questions in the list provided, except for the deliberate concealment of an important matter.

(4) The insurer may also ask questions about the matters it wishes to learn about other than the list. Such questions must also be in writing and clear. The policyholder, insured or representative is obliged to answer these questions.

(5) The answers given by the policyholder, insured or representative may be received in writing or by a permanent data storage device.

(6) In the event that the policyholder, the insured or the representative breaches the declaration obligation by failing to notify or misrepresenting a matter important for the insurer during the conclusion of the contract and the insurer learns of the breach of the declaration obligation before the occurrence of the risk, the insurer may withdraw from the contract within fifteen days from the date it learns that the declaration obligation has been breached, provided that five years have not elapsed since the conclusion of the contract, including renewals, or may request a premium difference. The withdrawal must be directed to the insured with a declaration within fifteen days. If the insurer requests payment of the premium difference and this request is not accepted by the policyholder within ten days, the contract is deemed to be withdrawn. The fact that an important matter could not be learned due to the fault of the insurer, the insured, the beneficiary or the representative, or that it is not considered important by the insurer, the beneficiary, the insured or the representative does not change the situation. If the pre-contractual declaration obligation is deliberately violated, the insurer shall be entitled to the premiums for the period during which the insured bears the risk in the event that the insurer withdraws from the contract or the contract is accepted as withdrawn as a result of the non-acceptance of the premium difference. The provision of Article 21 regarding misrepresentation of age is reserved.

(7) Provided that five years have not elapsed since the conclusion of the contract, including renewals, in the event that the insurer learns after the occurrence of the risk that the declaration obligation was negligently breached during the conclusion of the contract, and the matter that was not declared or declared incorrectly is of a nature that may affect the amount of the insurance amount or the occurrence of the risk, a deduction shall be made from the insurance amount according to the degree of negligence. If the fault of the policyholder, the insured or the representative is within the degree of intent, if there is a connection between the breach of the declaration obligation and the realized risk, the insurer's obligation to pay the sum insured is eliminated. If there is no connection, the insurer shall pay the sum insured by taking into account the ratio between the premium paid and the premium due.

(8) If the insurer is aware of the true situation regarding an unreported matter or a misreported matter, the insurer may not withdraw from the contract or reduce the sum insured by claiming that the declaration obligation has been breached. The burden of proof that the insurer is aware of the unreported matter or the true state of affairs regarding the misreported matter rests on the policyholder or the insured.

(9) If five years have elapsed since the conclusion of the first contract, including renewals, the insurer who learns that the declaration obligation has been negligently breached before the risk occurs, is not entitled to withdraw; it may only demand the premium difference. If the policyholder refuses to pay the premium difference, the insurer shall pay the sum insured according to the ratio between the premium paid and the premium due when the risk occurs. If the insurer learns that the declaration obligation has been negligently breached after the risk has occurred, the insurer shall pay the sum insured according to the ratio between the premium paid and the premium due.

(10) The insurer may withdraw from the contract after five years from the date of the first contract, including renewals, if it is learned that the declaration obligation has been deliberately breached or if the risk increase is outside the limits determined according to the technical principles of the insurer due to the breach of the declaration obligation. In the event that the insurer learns about these situations in which the insurer has the right to withdraw after the occurrence of the risk, if there is a connection between the breach of the declaration obligation and the realized risk, the insurer's obligation to pay the insurance price disappears. If there is no connection, the insurer shall pay the sum insured by taking into account the ratio between the premium paid and the premium due.

(11) The insurer cannot exercise the right of withdrawal if it has explicitly or implicitly renounced the exercise of the right of withdrawal or has caused the breach leading to withdrawal or has concluded the contract in case some of its questions are left unanswered.

(12) In cases where the law attributes legal consequences to the knowledge and behavior of the policyholder, the knowledge and behavior of the insured, the representative in the case of a representative, and the beneficiary shall also be taken into consideration, provided that they are aware of the insurance.

ARTICLE 21 - Misrepresentation of age

(1) In contracts where the pricing is based on actual age, if the premium is determined low as a result of incorrect reporting of the insured's age during the conclusion of the contract, the insurer may request premium difference. If the premium difference is not accepted by the policyholder within ten days following the date of request, the sum insured shall be paid according to the ratio of the premium that should be charged according to the actual age to the premium determined. If the risk has been realized and the sum insured has been paid before the discount, the insurer may request the return of the excess amount paid together with interest.

(2) In contracts where the pricing is based on actual age, in case of overpayment of premium, the overpaid premium shall be refunded with interest within ten days following the date of the request of the policyholder. If the policyholder does not request a refund of premium, the sum insured shall be increased according to the premium paid. If the sum insured has been paid before the increase of the sum insured, the missing part shall be completed by the insurer.

(3) The insurer may withdraw from the contract only if the actual age is outside the limits determined according to technical principles at the time the contract is concluded due to incorrect age notification.

ARTICLE 22 - Declaration obligation and sanction during the contract period

(1) If the policyholder or someone else with his/her permission takes actions that increase the probability of the occurrence of the risk or aggravate the existing situation, or if any of the matters that were expressly accepted as aggravation of the risk when the contract was concluded take place, the policyholder shall notify the insurer immediately; if these actions were taken without his/her knowledge, he/she shall notify the insurer within ten days at the latest from the date he/she learns about this matter.

(2) Except for a matter related to the interest of the insurer, an event for which the insurer is responsible or the fulfillment of a humanitarian duty and changes in the health status of the insured; if the insurer learns, during the term of the contract, the possibility of the occurrence of the risk or the aggravation of the existing situation or the existence of the events that may be accepted as aggravation of the risk in the contract, it may terminate the contract within one month from the date of learning or may request a premium difference. If the difference is not accepted within ten days, the contract shall be deemed terminated. The right of termination cannot be exercised in case of a return to the situation before the changes were made. The right of termination and the right to demand premium difference not exercised in due time shall be forfeited.

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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

- (3) Even if the insurer learns that the insured, the insured or the representative has willfully breached the declaration obligation before the occurrence of the risk and terminates the contract, the insurer shall be entitled to the premium for the insurance period in which the change occurred.
- (4) If five years, including renewals, have elapsed since the risk has increased and the insurer's declaration obligation has been negligently breached, the insurer cannot terminate the contract due to breach of the declaration obligation; it may only demand premium difference. If the policyholder refuses to pay the premium difference, the insurer shall pay the sum insured when the risk occurs, taking into account the ratio between the premium paid and the premium due. However, if the declaration obligation is deliberately violated or the undeclared risk increase is outside the limits determined according to technical principles, the insurer has the right to terminate the contract. In the event that the insurer learns of this right of termination after the occurrence of the risk, if there is a connection between the undeclared matter and the realized risk, the insurer's obligation to pay the insurance price is eliminated; if there is no connection, the insurer pays the insurance price according to the ratio between the premium paid and the premium due.
- (5) In the event that the insurer learns about the aggravation of the risk, which may cause the insurer to terminate the contract, after the occurrence of the risk, or in the event that the risk occurs within the period during which the insurer may give notice of termination or the termination notice shall take effect, the insurer shall pay the sum insured according to the ratio between the premium accrued for that sum and the premium that should have been accrued according to the aggravated risk.
- (6) In cases where the law attributes legal consequences to the knowledge and behavior of the insurer, the knowledge and behavior of the insured, the representative in case of a representative, and the beneficiary shall also be taken into consideration, provided that they are aware of the insurance.

ARTICLE 23 - Actions to be taken in case of realization of the risk

- (1) When the beneficiaries learn that the risk has occurred, they shall notify the insurer without delay.
- (2) Beneficiaries, after the occurrence of the risk;
- a) A copy of the birth certificate,
- b) If necessary, a medical report, death certificate or burial permit explaining the cause of death,
- c) In case of absenteeism, the absenteeism decision to be obtained from the court,
- d) In cases where no beneficiary has been designated, the certificate of inheritance,
- e) Provide the insurer with any additional information and documents that may be required for the determination of the insurer's performance and that may be expected from the beneficiaries within a reasonable period of time.
- (3) Furthermore, depending on the nature of the information and document received, the beneficiaries are obliged to allow the insurer to make an inspection at the place of occurrence of the risk or other relevant places and to take appropriate measures that can be reasonably expected to be taken by the insurer.
- (4) Upon request, the insurer is obliged to provide the beneficiary or the policyholder with a certificate of receipt in writing or through a permanent data storage device in return for the documents received.

PART THREE

Obligations and Liabilities of the Insurer and Claims

ARTICLE 24 - Disclosure obligation

- (1) Prior to the establishment of the insurance contract, the insurer and its agent shall notify the insured of all information regarding the insurance contract to be established, the rights of the insured, the provisions that the insured should pay special attention to, and the notification obligations depending on the developments, provided that the necessary review period is also granted, by the methods permitted by the legislation. In addition, regardless of the policy, it shall disclose the events and developments that may be deemed important in terms of the insurance relationship during the contract to the insured by the methods permitted by the legislation; in case the policyholder and the insured are separate persons, this disclosure shall also be made to the policyholder.
- (2) The burden of proof regarding the transactions within the scope of the first paragraph belongs to the insurer.

ARTICLE 25 - Obligation to issue insurance policy

- (1) The insurer is obliged to deliver the insurance policy to the policyholder within twenty-four hours after the conclusion of the contract if the insurance contract is concluded by itself or its agent, and within fifteen days in other cases.
- (2) The insurer shall be liable for the damages arising from the failure to deliver the policy in due time and duly.

ARTICLE 26 - Payment of the insurance amount

- (1) The sum insured agreed in the insurance contract shall be paid to the beneficiaries following the occurrence of the risk, after the documents specified in the second paragraph of Article 23 of these General Terms and Conditions are submitted to the insurer in full and complete, when the insurer's investigations regarding the performance are completed and in any case within fifteen days after the notice to be made. If the insurance amount is not paid within this period, the insurance amount payment obligation becomes due and payable. If the investigation is delayed due to a situation where no fault can be attributed to the insurer, the period does not run.
- (2) When the insurance payment obligation becomes due, the insurer shall be in default without the need for notice. Any contractual provisions that provide for the release of the insurer from the obligation to pay default interest shall be invalid.

ARTICLE 27 - Protection of personal data and confidentiality obligation

- (1) It may be necessary to process the personal data of the policyholder, insured, beneficiaries and right holders in accordance with the legislation or for the purpose of risk assessment and finalization of requests for payment of the insurance amount, and such data may be shared by the insurer with the relevant institutions and organizations within the framework of the relevant provisions of the Insurance Law No. 5684. The provisions of the Law No. 6698 on the Protection of Personal Data must be complied with in the processing and sharing of personal data.
- (2) The insurer and those acting on behalf of the insurer shall be liable for the damages arising from the failure to keep the secrets and personal data of the insured, the policyholder and the beneficiary confidential.

ARTICLE 28 - Halfation of the insurer

- (1) Halafyet shall not apply in life insurances. It is also invalid for those who have the right to claim compensation from the persons responsible for the death of the insured to assign such compensation rights to the insurer before or after the payment of the sum insured.

PART FOUR

Miscellaneous and Final Provisions

ARTICLE 29 - Notices and notifications

- (1) Including through a permanent data storage medium;
- a) Notifications and notices to be made by the policyholder shall be addressed to the insurer or the agent who concludes the contract or mediates the conclusion of the contract,
- b) Notifications and notices made by the insurer shall be made to the last address notified to the insurer by the policyholder or, if necessary, the insured or the beneficiary.
- (2) If the information regarding this address or permanent data storage device has changed, the policyholder is obliged to notify the insurance company. Otherwise, the notification to be made by the insurer to the address notified to him or through the permanent data storage device shall have all the consequences of a valid notification.

GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

- (3) Even if the insurer learns that the insured, the insured or the representative has willfully breached the declaration obligation before the occurrence of the risk and terminates the contract, the insurer shall be entitled to the premium for the insurance period in which the change occurred.
- (4) If five years, including renewals, have elapsed since the risk has increased and the insurer's declaration obligation has been negligently breached, the insurer cannot terminate the contract due to breach of the declaration obligation; it may only demand premium difference. If the policyholder refuses to pay the premium difference, the insurer shall pay the sum insured when the risk occurs, taking into account the ratio between the premium paid and the premium due. However, if the declaration obligation is deliberately violated or the undeclared risk increase is outside the limits determined according to technical principles, the insurer has the right to terminate the contract. In the event that the insurer learns of this right of termination after the occurrence of the risk, if there is a connection between the undeclared matter and the realized risk, the insurer's obligation to pay the insurance price is eliminated; if there is no connection, the insurer pays the insurance price according to the ratio between the premium paid and the premium due.
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GENERAL TERMS AND CONDITIONS OF LIFE INSURANCE

ARTICLE 30 - Statute of limitations

(1) All claims arising out of the insurance contract shall be time-barred after the expiration of two years starting from the date on which the claim becomes due, and claims relating to the sum insured shall in any case be time-barred after the expiration of six years starting from the date on which the risk occurs.

ARTICLE 31 - Competent court and arbitration

(1) In lawsuits to be filed in favor of or against the insurer, the insured or the beneficiary, the court of their domicile shall have absolute jurisdiction.

(2) The person who has a dispute with the insurer who is a member of the Insurance Arbitration Commission may benefit from the arbitration procedure by applying to the Insurance Arbitration Commission, even if there is no special provision in the insurance contract subject to the dispute.

ARTICLE 32 - Repealed General Conditions

(1) The General Terms and Conditions of Life Insurance published on 11/5/2002 are hereby repealed.

ARTICLE 33 - Contracts to which the General Terms will apply

(1) These General Terms and Conditions shall apply to contracts concluded after the effective date.

(2) Any amendment made in these General Terms and Conditions in favor of the insurer, the insured or the beneficiary shall be applied immediately and directly. However, if this amendment requires additional premium, the insurer may request premium difference within eight days following the amendment. If the requested premium difference is not accepted within eight days, the contract shall continue with its existing conditions.

ARTICLE 34 - Special conditions

(1) Special conditions may be included in insurance contracts provided that they do not contradict the mandatory provisions of the Law and the General Terms and Conditions.

ARTICLE 35 - Enforcement

(1) These General Terms and Conditions enter into force on 1/6/2022.

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TÜRKİYE HAYAT EMEKLİLİK

Gücü, adında.

Türkiye Hayat ve Emeklilik AŞ

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